

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 10-Q

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2025
OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____
Commission file number: 0-27544

OPEN TEXT CORPORATION

(Exact name of Registrant as specified in its charter)

Canada
(State or other jurisdiction of incorporation or organization)

98-0154400
(IRS Employer Identification No.)

275 Frank Tompa Drive,
Waterloo, Ontario Canada
(Address of principal executive offices)

N2L 0A1
(Zip code)

Registrant's telephone number, including area code: (519) 888-7111

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock without par value	OTEX	NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

At October 31, 2025, there were 252,011,071 outstanding Common Shares of the registrant.

OPEN TEXT CORPORATION

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Part I - Financial Information

Item 1. Financial Statements

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands of U.S. dollars, except share data)

ASSETS	September 30, 2025 (Unaudited)	June 30, 2025
Cash and cash equivalents	\$ 1,087,083	\$ 1,156,496
Accounts receivable trade, net of allowance for credit losses of \$14,670 as of September 30, 2025 and \$14,258 as of June 30, 2025	590,974	659,675
Contract assets (Note 3)	80,956	77,920
Income taxes recoverable (Note 13)	75,706	108,792
Prepaid expenses and other current assets (Note 7)	198,191	198,575
Assets held for sale (Note 17)	104,023	—
Total current assets	2,136,933	2,201,458
Property and equipment, net of accumulated depreciation of \$710,851 as of September 30, 2025 and \$835,324 as of June 30, 2025	370,552	375,252
Operating lease right of use assets (Note 4)	186,920	197,977
Long-term contract assets (Note 3)	50,902	49,293
Goodwill (Note 5)	7,441,579	7,517,463
Acquired intangible assets (Note 6)	1,852,906	1,976,591
Deferred tax assets (Note 13)	1,062,736	1,080,575
Other assets (Note 7)	301,792	307,693
Long-term income taxes recoverable (Note 13)	70,966	67,762
Total assets	\$ 13,475,286	\$ 13,774,064
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities (Note 8)	\$ 889,195	\$ 1,026,583
Current portion of long-term debt (Note 9)	35,850	35,850
Operating lease liabilities (Note 4)	73,770	75,914
Deferred revenues (Note 3)	1,403,126	1,515,382
Income taxes payable (Note 13)	46,612	93,325
Liabilities held for sale (Note 17)	14,111	—
Total current liabilities	2,462,664	2,747,054
Long-term liabilities:		
Accrued liabilities (Note 8)	41,635	42,312
Pension liability, net (Note 10)	133,522	132,215
Long-term debt (Note 9)	6,338,869	6,342,071
Long-term operating lease liabilities (Note 4)	181,973	189,949
Long-term deferred revenues (Note 3)	158,883	168,757
Long-term income taxes payable (Note 13)	74,337	79,604
Deferred tax liabilities (Note 13)	130,654	141,514
Total long-term liabilities	7,059,873	7,096,422
Shareholders' equity:		
Share capital and additional paid-in capital (Note 11)		
251,964,241 and 254,784,391 Common Shares issued and outstanding at September 30, 2025 and June 30, 2025, respectively; authorized Common Shares: unlimited	2,189,340	2,193,985
Accumulated other comprehensive income (loss) (Note 19)	(46,511)	(67,067)
Retained earnings	1,938,716	1,940,113
Treasury stock, at cost (4,452,019 and 4,648,036 shares at September 30, 2025 and June 30, 2025, respectively)	(130,561)	(138,164)
Total OpenText shareholders' equity	3,950,984	3,928,867
Non-controlling interests	1,765	1,721
Total shareholders' equity	3,952,749	3,930,588
Total liabilities and shareholders' equity	\$ 13,475,286	\$ 13,774,064

Guarantees and contingencies (Note 12)

Related party transactions (Note 23)

Subsequent events (Note 24)

See accompanying Notes to Condensed Consolidated Financial Statements.

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands of U.S. dollars and shares, except per share data)
(Unaudited)

	Three Months Ended September 30,	
	2025	2024
Revenues (Note 3):		
Cloud services and subscriptions	\$ 484,509	\$ 457,024
Customer support	586,845	595,490
License	134,548	125,813
Professional service and other	82,233	90,678
Total revenues	<u>1,288,135</u>	<u>1,269,005</u>
Cost of revenues:		
Cloud services and subscriptions	172,217	175,257
Customer support	64,064	62,574
License	7,096	6,657
Professional service and other	63,038	66,915
Amortization of acquired technology-based intangible assets (Note 6)	44,204	47,244
Total cost of revenues	<u>350,619</u>	<u>358,647</u>
Gross profit	<u>937,516</u>	<u>910,358</u>
Operating expenses:		
Research and development	169,128	190,693
Sales and marketing	257,055	245,882
General and administrative	105,763	106,730
Depreciation	35,921	32,171
Amortization of acquired customer-based intangible assets (Note 6)	79,561	81,504
Special charges (recoveries) (Note 16)	20,139	47,136
Total operating expenses	<u>667,567</u>	<u>704,116</u>
Income from operations	<u>269,949</u>	<u>206,242</u>
Other income (expense), net (Note 21)	(2,976)	(35,655)
Interest and other related expense, net	(81,114)	(84,282)
Income before income taxes	185,859	86,305
Provision for income taxes (Note 13)	39,199	1,883
Net income	<u>\$ 146,660</u>	<u>\$ 84,422</u>
Net (income) attributable to non-controlling interests	(44)	(54)
Net income attributable to OpenText	<u>\$ 146,616</u>	<u>\$ 84,368</u>
Earnings per share—basic attributable to OpenText (Note 22)	<u>\$ 0.58</u>	<u>\$ 0.32</u>
Earnings per share—diluted attributable to OpenText (Note 22)	<u>\$ 0.58</u>	<u>\$ 0.32</u>
Weighted average number of Common Shares outstanding—basic	<u>253,645</u>	<u>267,400</u>
Weighted average number of Common Shares outstanding—diluted	<u>253,772</u>	<u>267,821</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands of U.S. dollars)
(Unaudited)

	Three Months Ended September 30,	
	2025	2024
Net income	\$ 146,660	\$ 84,422
Other comprehensive income (loss)—net of tax:		
Net foreign currency translation adjustments	22,177	(5,190)
Unrealized gain (loss) on cash flow hedges:		
Unrealized gain (loss)—net of tax ⁽¹⁾	(1,675)	654
(Gain) loss reclassified into net income—net of tax ⁽²⁾	(112)	262
Unrealized gain (loss) on available-for-sale financial assets:		
Unrealized gain (loss)—net of tax ⁽³⁾	161	248
Actuarial gain (loss) relating to defined benefit pension plans:		
Actuarial gain (loss)—net of tax ⁽⁴⁾	—	(1,045)
Amortization of actuarial (gain) loss into net income—net of tax ⁽⁵⁾	5	234
Total other comprehensive income (loss), net	20,556	(4,837)
Total comprehensive income	167,216	79,585
Comprehensive income attributable to non-controlling interests	(44)	(54)
Total comprehensive income attributable to OpenText	<u>\$ 167,172</u>	<u>\$ 79,531</u>

(1) Net of tax expense (recovery) of \$(604) and \$236 for the three months ended September 30, 2025 and 2024, respectively.

(2) Net of tax expense (recovery) of \$(41) and \$94 for the three months ended September 30, 2025 and 2024, respectively.

(3) Net of tax expense (recovery) of \$66 and \$207 for the three months ended September 30, 2025 and 2024, respectively.

(4) Net of tax expense (recovery) of \$0 and \$(43) for the three months ended September 30, 2025 and 2024, respectively.

(5) Net of tax expense (recovery) of \$4 and \$92 for the three months ended September 30, 2025 and 2024, respectively.

See accompanying Notes to Condensed Consolidated Financial Statements.

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands of U.S. dollars and shares)
(Unaudited)

	Three Months Ended September 30, 2025							
	Common Shares and Additional Paid in Capital		Treasury Stock		Retained Earnings	Accumulated Other Comprehensive Income	Non- Controlling Interests	Total
	Shares	Amount	Shares	Amount				
Balance as of June 30, 2025	254,784	\$2,193,985	(4,648)	\$(138,164)	\$1,940,113	\$ (67,067)	\$ 1,721	\$3,930,588
Issuance of Common Shares								
Under employee stock option plans	25	555	—	—	—	—	—	555
Under employee stock purchase plans	311	7,596	—	—	—	—	—	7,596
Share-based compensation	—	17,681	—	—	—	—	—	17,681
Issuance of treasury stock	—	(7,402)	196	7,603	—	—	—	201
Repurchase of Common Shares	(3,156)	(23,075)	—	—	(78,648)	—	—	(101,723)
Dividends declared (\$0.275 per Common Share)	—	—	—	—	(69,365)	—	—	(69,365)
Other comprehensive income (loss) - net	—	—	—	—	—	20,556	—	20,556
Net income for the period	—	—	—	—	146,616	—	44	146,660
Balance as of September 30, 2025	251,964	\$2,189,340	(4,452)	\$(130,561)	\$1,938,716	\$ (46,511)	\$ 1,765	\$3,952,749

	Three Months Ended September 30, 2024							
	Common Shares and Additional Paid in Capital		Treasury Stock		Retained Earnings	Accumulated Other Comprehensive Income	Non- Controlling Interests	Total
	Shares	Amount	Shares	Amount				
Balance as of June 30, 2024	267,801	\$2,271,886	(3,136)	\$(123,268)	\$2,119,159	\$ (69,619)	\$ 1,523	\$4,199,681
Issuance of Common Shares								
Under employee stock option plans	5	141	—	—	—	—	—	141
Under employee stock purchase plans	389	9,863	—	—	—	—	—	9,863
Share-based compensation	—	29,446	—	—	—	—	—	29,446
Purchase of treasury stock	—	—	(824)	(25,010)	—	—	—	(25,010)
Issuance of treasury stock	—	(1,930)	60	2,632	(702)	—	—	—
Repurchase of Common Shares	(2,649)	(19,215)	—	—	(67,266)	—	—	(86,481)
Dividends declared (\$0.2625 per Common Share)	—	—	—	—	(70,338)	—	—	(70,338)
Other comprehensive income (loss) - net	—	—	—	—	—	(4,837)	—	(4,837)
Net income for the period	—	—	—	—	84,368	—	54	84,422
Balance as of September 30, 2024	265,546	\$2,290,191	(3,900)	\$(145,646)	\$2,065,221	\$ (74,456)	\$ 1,577	\$4,136,887

See accompanying Notes to Condensed Consolidated Financial Statements.

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of U.S. dollars)
(Unaudited)

	Three Months Ended September 30,	
	2025	2024
Cash flows from operating activities:		
Net income	\$ 146,660	\$ 84,422
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of intangible assets	159,686	160,919
Share-based compensation expense	17,681	29,558
Pension expense	3,141	3,463
Amortization of debt discount and issuance costs	5,760	5,296
Write-off of right of use assets	4,422	—
Loss on sale and write down of property and equipment, net	2,314	2
Deferred taxes	(15,132)	(42,150)
Share in net (income) of equity investees	(2,417)	(455)
Changes in derivative instruments	(7,843)	24,935
Changes in operating assets and liabilities:		
Accounts receivable	93,998	57,607
Contract assets	(30,970)	(33,849)
Prepaid expenses and other current assets	(2,096)	22,151
Income taxes	(33,112)	(193,509)
Accounts payable and accrued liabilities	(89,793)	(107,520)
Deferred revenue	(108,798)	(76,531)
Other assets	7,809	(4,742)
Operating lease assets and liabilities, net	(3,547)	(7,403)
Net cash provided by (used in) operating activities	<u>147,763</u>	<u>(77,806)</u>
Cash flows from investing activities:		
Additions of property and equipment	(46,534)	(39,316)
Proceeds from interest on derivative instruments	870	2,519
Other investing activities	632	357
Net cash used in investing activities	<u>(45,032)</u>	<u>(36,440)</u>
Cash flows from financing activities:		
Proceeds from issuance of Common Shares from exercise of stock options and ESPP	8,380	9,449
Repayment of long-term debt and Revolver	(8,963)	(8,963)
Net change in transition services agreement obligation	—	(4,295)
Repurchase of Common Shares	(107,629)	(87,403)
Purchase of treasury stock	—	(25,000)
Payments of dividends to shareholders	(68,220)	(69,061)
Net cash used in financing activities	<u>(176,432)</u>	<u>(185,273)</u>
Foreign exchange gain on cash held in foreign currencies	4,306	19,136
Decrease in cash, cash equivalents and restricted cash during the period	(69,395)	(280,383)
Cash, cash equivalents and restricted cash at beginning of the period	1,158,106	1,282,793
Cash, cash equivalents and restricted cash at end of the period	<u>\$ 1,088,711</u>	<u>\$ 1,002,410</u>

OPEN TEXT CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of U.S. dollars)
(Unaudited)

Reconciliation of cash, cash equivalents and restricted cash:	<u>September 30, 2025</u>	<u>September 30, 2024</u>
Cash and cash equivalents	\$ 1,087,083	\$ 1,000,219
Restricted cash ⁽¹⁾	1,628	2,191
Total cash, cash equivalents and restricted cash	<u>\$ 1,088,711</u>	<u>\$ 1,002,410</u>

(1) Restricted cash is classified under the Prepaid expenses and other current assets and Other assets line items on the Condensed Consolidated Balance Sheets (Note 7).

Supplemental cash flow disclosures (Note 4 and Note 20)

See accompanying Notes to Condensed Consolidated Financial Statements.

OPEN TEXT CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
For the Three Months Ended September 30, 2025

(Unless otherwise noted, tabular amounts in thousands of U.S. dollars, except share and per share data)
(Unaudited)

NOTE 1—BASIS OF PRESENTATION

The accompanying Condensed Consolidated Financial Statements include the accounts of Open Text Corporation and our subsidiaries, collectively referred to as “OpenText” or the “Company.” We wholly own all of our subsidiaries with the exception of Open Text South Africa Proprietary Ltd., which as of September 30, 2025, was 70% owned by OpenText. All intercompany balances and transactions have been eliminated.

The Company’s fiscal year begins on July 1 and ends on June 30. Unless otherwise noted, any reference to a year preceded by the word “Fiscal” refers to the fiscal year ended June 30 of that year. For example, references to “Fiscal 2026” refer to the fiscal year ended June 30, 2026.

These Condensed Consolidated Financial Statements are expressed in U.S. dollars and are prepared in accordance with United States generally accepted accounting principles (U.S. GAAP). The information furnished reflects all adjustments necessary for a fair presentation of the results for the periods presented.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires us to make certain estimates, judgments and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements. These estimates, judgments and assumptions are evaluated on an ongoing basis. We base our estimates on historical experience and on various other assumptions that we believe are reasonable at that time, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from those estimates. In particular, key estimates, judgments and assumptions include those related to: (i) revenue recognition, (ii) accounting for income taxes, (iii) testing of goodwill for impairment, (iv) the valuation of acquired intangible assets, (v) the valuation of long-lived assets, (vi) the recognition of contingencies, (vii) restructuring accruals, (viii) acquisition accruals and pre-acquisition contingencies, (ix) the valuation of stock options granted and obligations related to share-based compensation, including the valuation of our long-term incentive plans, (x) the valuation of pension obligations and pension assets, (xi) the valuation of available-for-sale investments, (xii) the valuation of derivative instruments and (xiii) the accounting for disposals of assets and liabilities.

NOTE 2—ACCOUNTING POLICIES AND RECENT ACCOUNTING PRONOUNCEMENTS

Accounting Pronouncements Adopted in Fiscal 2026

During Fiscal 2026, we have not adopted any accounting pronouncements that have had a material impact to our Condensed Consolidated Financial Statements or disclosures.

Accounting Pronouncements Not Yet Adopted in Fiscal 2026

Income Taxes

In December 2023, the FASB issued ASU 2023-09 “Income Taxes (Topic 740): Improvements to Income Tax Disclosures,” that addresses requests for improved income tax disclosures from investors that use the financial statements to make capital allocation decisions. Public entities must adopt the new guidance for annual reporting periods beginning after December 15, 2024. The amendments in this ASU may be applied on a prospective or retrospective basis, with early adoption permitted. The impact of our adoption of such guidance will be reflected in our 2026 annual consolidated financial statements.

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU 2024-03 “Disaggregation of Income Statement Expenses (Subtopic 220-40),” which requires additional disclosures of specific expense categories included within income statement expense captions. The guidance will be effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. The amendments in this ASU may be applied on a prospective or retrospective basis, with early adoption permitted. We are currently evaluating the impact of the adoption of ASU 2024-03 on the Company’s financial disclosures.

Credit Losses

In July 2025, the FASB issued ASU 2025-05 “Financial Instruments - Credit Losses (Topic 326)”, which provides a practical expedient for estimating expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under Topic 606, Revenue from Contracts with Customers. The guidance will be effective for fiscal years beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. The amendments in this ASU may be applied on a prospective basis, with early adoption permitted. We are currently evaluating the impact of the adoption of ASU 2025-05 on the Company’s financial disclosures.

Internal-Use Software

In September 2025, the FASB issued ASU 2025-06 “Intangible - Goodwill and Other - Internal-Use Software (Subtopic 350-40),” which amends guidance related to the accounting for internal-use software development costs. The guidance will be effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. The amendments in this ASU may be applied on a prospective, modified prospective or retrospective basis, with early adoption permitted. We are currently evaluating the impact of the adoption of ASU 2025-06 on the Company’s financial disclosures.

NOTE 3—REVENUES

Disaggregation of Revenue

We have four revenue streams: cloud services and subscriptions, customer support, license, and professional service and other. The following tables disaggregate our revenue by significant geographic area, based on the location of our direct end customer, by type of performance obligation and timing of revenue recognition for the periods indicated:

	Three Months Ended September 30,	
	2025	2024
<i>Total Revenues by Geography:</i>		
Americas ⁽¹⁾	\$ 733,576	\$ 728,243
EMEA ⁽²⁾	438,802	419,231
Asia Pacific ⁽³⁾	115,757	121,531
Total revenues	\$ 1,288,135	\$ 1,269,005

(1) Americas consists of countries in North, Central and South America.

(2) EMEA consists of countries in Europe, the Middle East and Africa.

(3) Asia Pacific primarily consists of Australia, Japan, Singapore, India and China.

	Three Months Ended September 30,	
	2025	2024
<i>Total Revenues by Type of Performance Obligation:</i>		
Recurring revenues ⁽¹⁾		
Cloud services and subscriptions revenue	\$ 484,509	\$ 457,024
Customer support revenue	586,845	595,490
Total recurring revenues	\$ 1,071,354	\$ 1,052,514
License revenue (perpetual, term and subscriptions)	134,548	125,813
Professional service and other revenue	82,233	90,678
Total revenues	\$ 1,288,135	\$ 1,269,005

(1) Recurring revenue is defined as the sum of Cloud services and subscriptions revenue and Customer support revenue.

	Three Months Ended September 30,	
	2025	2024
<i>Total Revenues by Timing of Revenue Recognition:</i>		
Point in time	\$ 134,548	\$ 125,813
Over time (including professional service and other revenue)	1,153,587	1,143,192
Total revenues	\$ 1,288,135	\$ 1,269,005

Revenue by Product Categories

We have seven product categories (previously referred to as business clouds) as part of our Information Management solutions: Content, Business Network, IT Operations Management (ITOM, also known as Observability and Service Management (OSM)), Cybersecurity (Enterprise), Cybersecurity (Small and Medium-Sized Businesses (SMB) & Consumer), Application Delivery Management (ADM, also known as DevOps), and Analytics. The following table disaggregates total revenue and total cloud services and subscription revenue by product category for the periods indicated. The Company believes this presentation is useful as it provides additional information:

	Three Months Ended September 30,	
	2025	2024
<i>Total Revenues by Product Categories</i>		
Content	\$ 523,464	\$ 506,891
Business Network	160,711	157,220
ITOM	113,444	120,209
Cybersecurity (Enterprise)	180,747	170,559
Cybersecurity (SMB & Consumer)	131,727	138,400
ADM ⁽¹⁾	122,096	118,946
Analytics	55,946	56,780
Total revenues by Product Categories	\$ 1,288,135	\$ 1,269,005

<i>Total Cloud services and subscriptions revenue by Product Categories</i>		
Content	\$ 135,612	\$ 112,290
Business Network	152,199	147,568
ITOM	6,763	4,270
Cybersecurity (Enterprise)	21,017	21,297
Cybersecurity (SMB & Consumer)	121,321	127,229
ADM ⁽¹⁾	31,167	25,003
Analytics	16,430	19,367
Total cloud services and subscriptions revenues by Product Categories	\$ 484,509	\$ 457,024

(1) ADM was previously named Application Automation.

Contract Balances

A contract asset, net of allowance for credit losses, will be recorded if we have recognized revenue but do not have an unconditional right to the related consideration from the customer. For example, this will be the case if implementation services offered in a cloud arrangement are identified as a separate performance obligation and are provided to a customer prior to us being able to bill the customer. In addition, a contract asset may arise in relation to subscription licenses if the license revenue that is recognized upfront exceeds the amount that we are able to invoice the customer at that time. Contract assets are reclassified to accounts receivable when the rights become unconditional.

The balance for our contract assets and contract liabilities (i.e., deferred revenues) for the periods indicated below were as follows:

	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Short-term contract assets	\$ 80,956	\$ 77,920
Long-term contract assets	50,902	49,293
Short-term deferred revenues ⁽¹⁾	1,403,126	1,515,382
Long-term deferred revenues ⁽¹⁾	158,883	168,757

(1) Excludes \$13.2 million of short-term deferred revenues and \$0.4 million of long-term deferred revenues that have been reclassified to Liabilities held for sale as of September 30, 2025, related to the proposed divestiture of the eDOCS business. See Note 17 “Acquisitions and Divestitures” for more details.

The difference in the opening and closing balances of our contract assets and deferred revenues primarily results from the timing difference between our performance and customer payments. We fulfill our obligations under a contract with a customer by transferring products and services in exchange for consideration from the customer. During the three months ended September 30, 2025, we reclassified \$26.3 million (three months ended September 30, 2024—\$26.1 million) of contract assets to receivables as a result of the right to the transaction consideration becoming unconditional. During the three months ended September 30, 2025 and 2024, respectively, there was no significant impairment loss recognized related to contract assets.

We recognize deferred revenue when we have received consideration or an amount of consideration is due from the customer for future obligations to transfer products or services. Our deferred revenues primarily relate to cloud services and customer support agreements which have been paid for by customers prior to the performance of those services. The amount of revenue that was recognized during the three months ended September 30, 2025 that was included in the deferred revenue balances at June 30, 2025 was \$650.1 million (three months ended September 30, 2024—\$652.3 million).

Incremental Costs of Obtaining a Contract with a Customer

Incremental costs of obtaining a contract include only those costs that we incur to obtain a contract that we would not have incurred if the contract had not been obtained, such as sales commissions. The following table summarizes the changes in total capitalized costs to obtain a contract, since June 30, 2025:

Capitalized costs to obtain a contract as of June 30, 2025	\$	129,026
New capitalized costs incurred		11,941
Amortization of capitalized costs		(12,592)
Impact of foreign exchange rate changes		616
Capitalized costs to obtain a contract as of September 30, 2025	<u>\$</u>	<u>128,991</u>

During the three months ended September 30, 2025 and 2024, respectively, there was no significant impairment loss recognized related to capitalized costs to obtain a contract. Refer to Note 7 “Prepaid Expenses and Other Assets” for additional information on incremental costs of obtaining a contract.

Remaining Performance Obligations

Remaining performance obligations (RPO) represent contracted revenue that has not yet been recognized. They include amounts recognized as deferred revenue and amounts that are contracted but will be billed and recognized as revenue in future periods.

The following table provides RPO information as of September 30, 2025. The 12-month periods noted below are as of the dates presented, with the remaining balances recognized substantially over the next three years thereafter.

(\$ in billions)	As of September 30, 2025	
Total RPO ⁽¹⁾	\$	4.2
<i>% recognized as revenue over the following 12 months</i>		<i>59%</i>
Cloud services and subscriptions RPO	\$	2.5
<i>% recognized as revenue over the following 12 months</i>		<i>49%</i>
Customer support and other RPO ⁽²⁾	\$	1.7
<i>% recognized as revenue over the following 12 months</i>		<i>74%</i>

(1) RPO amounts presented may be impacted by certain estimates including currency fluctuations, estimates of customers' deployment of contracted solutions, changes in the scope or termination of contracts, among other factors, and are therefore subject to change.

(2) Customer support and other RPO is primarily comprised of obligations related to customer support revenues, and to a lesser extent license, professional services and other revenues.

The table above includes RPO related to the proposed divestiture of the eDOCS business which are reported within Liabilities held for sale. As of September 30, 2025, \$15.3 million of revenue is expected to be recognized from remaining performance obligations on existing contracts related to eDOCS, of which \$15.0 million relates to Customer support. We expect to recognize approximately 96% of the total RPO over the next 12 months.

NOTE 4—LEASES

We enter into operating leases, both domestically and internationally, for certain facilities, automobiles, data centers and equipment for use in the ordinary course of business. The duration of the majority of these leases generally ranges from 1 to 10 years, some of which include options to extend for an additional 3 to 5 years after the initial term. Additionally, the land upon which our headquarters in Waterloo, Ontario, Canada is located is leased from the University of Waterloo for a period of 49 years beginning in December 2005, with an option to renew for an additional term of 49 years. We also have finance lease liabilities comprised of equipment lease arrangements with an average duration of 4 to 5 years, of which all are currently being sublet. Leases with an initial term of 12 months or less are not recorded on our Condensed Consolidated Balance Sheets.

The following illustrates the Condensed Consolidated Balance Sheets information related to leases:

	<u>Balance Sheet Location</u>	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Operating Leases			
Operating lease right of use assets	Operating lease right of use assets	\$ 186,920	\$ 197,977
Operating lease liabilities (current)	Operating lease liabilities	\$ 73,770	\$ 75,914
Operating lease liabilities (non-current)	Long-term operating lease liabilities	181,973	189,949
Total operating lease liabilities		<u>\$ 255,743</u>	<u>\$ 265,863</u>
Finance Leases			
Finance lease receivables (current)	Prepaid expenses and other current assets	\$ 1,902	\$ 1,867
Finance lease receivables (non-current)	Other assets	103	457
Total finance lease receivables		<u>\$ 2,005</u>	<u>\$ 2,324</u>
Finance lease liabilities (current)	Accounts payable and accrued liabilities	\$ 1,748	\$ 1,877
Finance lease liabilities (non-current)	Accrued liabilities	103	457
Total finance lease liabilities		<u>\$ 1,851</u>	<u>\$ 2,334</u>

The weighted average remaining lease term and discount rate for the periods indicated below were as follows:

	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Weighted-average remaining lease term		
Operating leases	4.48 years	4.59 years
Finance leases	1.00 year	1.23 years
Weighted-average discount rate		
Operating leases	4.90 %	4.92 %
Finance leases	5.32 %	5.33 %

Lease Costs and Other Information

The following illustrates the various components of lease costs for the period indicated:

	<u>Three Months Ended September 30,</u>	
	<u>2025</u>	<u>2024</u>
Operating lease cost	\$ 19,704	\$ 21,105
Short-term lease cost	217	339
Variable lease cost	976	1,055
Sublease income	(2,032)	(2,774)
Total lease cost	<u>\$ 18,865</u>	<u>\$ 19,725</u>

Supplemental Cash Flow Information

The following table presents supplemental information relating to cash flows arising from lease transactions. Cash payments made for variable lease costs and short-term leases are not included in the measurement of lease liabilities, and, as such, are excluded from the amounts below:

	Three Months Ended September 30,	
	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating leases	\$ 23,343	\$ 25,918
Finance leases	510	1,124
Right of use assets obtained in exchange for new lease liabilities:		
Operating leases	\$ 6,415	\$ 14,519

Maturity of Lease Liabilities

The following table presents the future minimum lease payments under our lease liabilities as of September 30, 2025:

Fiscal years ending June 30,	Operating Leases	Finance Leases
2026 (nine months ended)	\$ 63,952	\$ 1,437
2027	76,254	459
2028	56,537	—
2029	34,230	—
2030	20,486	—
Thereafter	31,616	—
Total lease payments	283,075	1,896
Less: Imputed interest	(27,332)	(45)
Total	\$ 255,743	\$ 1,851

Operating lease maturity amounts included in the table above do not include sublease income expected to be received under our various sublease agreements with third parties. Under the agreements initiated with third parties, we expect to receive sublease income of \$7.2 million over the remainder of Fiscal 2026 and \$16.0 million thereafter.

NOTE 5—GOODWILL

Goodwill is recorded when the consideration paid for an acquisition of a business exceeds the fair value of identifiable net tangible and intangible assets. The following table summarizes the changes in goodwill since June 30, 2025:

Balance as of June 30, 2025	\$ 7,517,463
Reclassification to Assets held for sale ⁽¹⁾	(83,406)
Impact of foreign exchange rate changes	7,522
Balance as of September 30, 2025	\$ 7,441,579

- (1) Adjustment to reclassify Goodwill to Assets held for sale related to the proposed divestiture of our eDOCS business. See Note 17 “Acquisitions and Divestitures” for more details.

NOTE 6—ACQUIRED INTANGIBLE ASSETS

	As of September 30, 2025		
	Cost	Accumulated Amortization	Net
Technology assets	\$ 1,064,431	\$ (485,930)	\$ 578,501
Customer assets	2,636,532	(1,362,127)	1,274,405
Total	\$ 3,700,963	\$ (1,848,057)	\$ 1,852,906

	As of June 30, 2025		
	Cost	Accumulated Amortization	Net
Technology assets	\$ 1,064,400	\$ (441,705)	\$ 622,695
Customer assets	2,635,686	(1,281,790)	1,353,896
Total	\$ 3,700,086	\$ (1,723,495)	\$ 1,976,591

The weighted average amortization periods for acquired technology and customer intangible assets are approximately six years and nine years, respectively.

The following table shows the estimated future amortization expense for the fiscal years indicated. This calculation assumes no future adjustments to acquired intangible assets:

Fiscal years ending June 30,	
2026 (nine months ended)	\$ 343,650
2027	396,757
2028	379,568
2029	283,192
2030	209,426
2031 and Thereafter	240,313
Total	\$ 1,852,906

NOTE 7—PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other current assets:

	As of September 30, 2025	As of June 30, 2025
Deposits and restricted cash	\$ 4,666	\$ 2,456
Capitalized costs to obtain a contract	43,609	44,311
Short-term prepaid expenses and other current assets ⁽¹⁾	149,872	148,824
Derivative asset ⁽²⁾	44	2,984
Total	\$ 198,191	\$ 198,575

(1) Excludes prepaid expenses and other current assets that have been reclassified to Assets held for sale as of September 30, 2025, related to the proposed divestiture of the eDOCS business. See Note 17 “Acquisitions and Divestitures” for more details.

(2) Represents the asset related to our derivative instrument activity. See Note 15 “Derivative Instruments and Hedging Activities” for more details.

Other assets:

	As of September 30, 2025	As of June 30, 2025
Deposits and restricted cash	\$ 17,951	\$ 22,720
Capitalized costs to obtain a contract	85,382	84,715
Investments	118,489	116,704
Available-for-sale financial assets	46,175	45,074
Long-term prepaid expenses and other long-term assets	33,795	38,480
Total	\$ 301,792	\$ 307,693

Deposits and restricted cash primarily relate to security deposits provided to landlords in accordance with facility lease agreements and cash restricted per the terms of certain contractual-based agreements.

Capitalized costs to obtain a contract relate to incremental costs of obtaining a contract, such as sales commissions, which are eligible for capitalization on contracts to the extent that such costs are expected to be recovered (see Note 3 “Revenues”).

Investments relate to certain investment funds in which we are a limited partner. Our interests in each of these investees range from 4% to below 20%. These investments are accounted for using the equity method. Our share of net income or losses based on our interest in these investments, which approximates fair value and is subject to volatility based on market trends and business conditions, is recorded as a component of Other income (expense), net in our Condensed Consolidated Statements of Income (see Note 21 “Other Income (Expense), Net”). During the three months ended September 30, 2025, our share of income (loss) from these investments was \$2.4 million (three months ended September 30, 2024—\$0.5 million).

A portion of the available-for-sale financial assets relate to contractual arrangements under insurance policies held by the Company with guaranteed interest rates that are utilized to meet certain pension and post-retirement obligations but do not meet the definition of a plan asset. The remaining portion of available-for-sale financial assets are primarily comprised of various debt and equity funds, which are valued utilizing market quotes provided by our third-party custodian. These arrangements are treated as available-for-sale financial assets measured at fair value quarterly (see Note 14 “Fair Value Measurement”) with unrealized gains and losses recorded within Other comprehensive income (loss), net (see Note 19 “Accumulated Other Comprehensive Income (Loss)”).

Prepaid expenses and other assets, both short-term and long-term, include advance payments on licenses that are being amortized over the applicable terms of the licenses and other miscellaneous assets.

NOTE 8—ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities:

	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Accounts payable—trade ⁽¹⁾	\$ 128,145	\$ 136,204
Accrued salaries, incentives and commissions ⁽¹⁾	194,978	254,230
Accrued liabilities	208,324	229,070
Accrued sales and other tax liabilities	17,074	32,964
Derivative liability ⁽²⁾	257,187	275,810
Accrued interest on long-term debt	51,917	37,729
Amounts payable in respect of restructuring and other special charges	24,082	53,771
Asset retirement obligations	7,488	6,805
Total	\$ 889,195	\$ 1,026,583

- (1) Excludes \$0.5 million of Accounts payable and accrued liabilities that have been reclassified to Liabilities held for sale as of September 30, 2025, related to the proposed divestiture of the eDOCS business. See Note 17 “Acquisitions and Divestitures” for more details.
- (2) Represents the liability related to our derivative instrument activity (see Note 15 “Derivative Instruments and Hedging Activities” for more details).

Long-term accrued liabilities:

	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Amounts payable in respect of restructuring and other special charges	\$ 8,893	\$ 8,591
Other accrued liabilities	10,063	10,801
Asset retirement obligations	22,679	22,920
Total	\$ 41,635	\$ 42,312

Asset retirement obligations

We are required to return certain of our leased facilities to their original state at the conclusion of our lease. As of September 30, 2025, the present value of this obligation was \$30.2 million (June 30, 2025—\$29.7 million), with an undiscounted value of \$32.5 million (June 30, 2025—\$32.2 million).

NOTE 9—LONG-TERM DEBT

	<u>As of September 30, 2025</u>	<u>As of June 30, 2025</u>
Total debt		
Senior Notes 2031	\$ 650,000	\$ 650,000
Senior Notes 2030	900,000	900,000
Senior Notes 2029	850,000	850,000
Senior Notes 2028	900,000	900,000
Senior Secured Notes 2027	1,000,000	1,000,000
Acquisition Term Loan	2,176,413	2,185,375
Total principal payments due	<u>6,476,413</u>	<u>6,485,375</u>
Unamortized debt discount and issuance costs	<u>(101,694)</u>	<u>(107,454)</u>
Total amount outstanding	<u><u>6,374,719</u></u>	<u><u>6,377,921</u></u>
Less:		
Current portion of long-term debt		
Acquisition Term Loan	<u>35,850</u>	<u>35,850</u>
Total current portion of long-term debt	<u>35,850</u>	<u>35,850</u>
Non-current portion of long-term debt	<u><u>\$ 6,338,869</u></u>	<u><u>\$ 6,342,071</u></u>

Senior Unsecured Fixed Rate Notes

Senior Notes 2031

On November 24, 2021, a subsidiary of the Company issued \$650 million in aggregate principal amount of 4.125% senior notes due 2031 guaranteed by the Company (Senior Notes 2031) in an unregistered offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (Securities Act), and to certain non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. Senior Notes 2031 bear interest at a rate of 4.125% per annum, payable semi-annually in arrears on June 1 and December 1, commencing on June 1, 2022. Senior Notes 2031 will mature on December 1, 2031, unless earlier redeemed, in accordance with their terms, or repurchased.

For the three months ended September 30, 2025, we recorded interest expense of \$6.7 million relating to Senior Notes 2031 (three months ended September 30, 2024—\$6.7 million).

Senior Notes 2030

On February 18, 2020, a subsidiary of the Company issued \$900 million in aggregate principal amount of 4.125% senior notes due 2030 guaranteed by the Company (Senior Notes 2030) in an unregistered offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. Senior Notes 2030 bear interest at a rate of 4.125% per annum, payable semi-annually in arrears on February 15 and August 15, commencing on August 15, 2020. Senior Notes 2030 will mature on February 15, 2030, unless earlier redeemed, in accordance with their terms, or repurchased.

For the three months ended September 30, 2025, we recorded interest expense of \$9.3 million relating to Senior Notes 2030 (three months ended September 30, 2024—\$9.3 million).

Senior Notes 2029

On November 24, 2021, the Company issued \$850 million in aggregate principal amount of 3.875% senior notes due 2029 (Senior Notes 2029) in an unregistered offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. Senior Notes 2029 bear interest at a rate of 3.875% per annum, payable semi-annually in arrears on June 1 and December 1, commencing on June 1, 2022. Senior Notes 2029 will mature on December 1, 2029, unless earlier redeemed, in accordance with their terms, or repurchased.

For the three months ended September 30, 2025, we recorded interest expense of \$8.2 million relating to Senior Notes 2029 (three months ended September 30, 2024—\$8.2 million).

Senior Notes 2028

On February 18, 2020, the Company issued \$900 million in aggregate principal amount of 3.875% senior notes due 2028 (Senior Notes 2028) in an unregistered offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. Senior Notes 2028 bear interest at a rate of 3.875% per annum, payable semi-annually in arrears on February 15 and August 15, commencing on August 15, 2020. Senior Notes 2028 will mature on February 15, 2028, unless earlier redeemed, in accordance with their terms, or repurchased.

For the three months ended September 30, 2025, we recorded interest expense of \$8.7 million relating to Senior Notes 2028 (three months ended September 30, 2024—\$8.7 million).

Senior Secured Fixed Rate Notes

Senior Secured Notes 2027

On December 1, 2022, the Company issued \$1 billion in aggregate principal amount of senior secured notes due 2027 (Senior Secured Notes 2027, and together with the Senior Notes 2031, Senior Notes 2030, Senior Notes 2029, and Senior Notes 2028, the Senior Notes) in connection with the financing of the acquisition of Micro Focus International Limited, formerly Micro Focus International plc, and its subsidiaries (Micro Focus) (the Micro Focus Acquisition) in an unregistered offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. Senior Secured Notes 2027 bear interest at a rate of 6.90% per annum, payable semi-annually in arrears on June 1 and December 1, commencing on June 1, 2023. Senior Secured Notes 2027 will mature on December 1, 2027, unless earlier redeemed, in accordance with their terms, or repurchased.

The Senior Secured Notes 2027 are guaranteed on a senior secured basis by certain of the Company's subsidiaries, and are secured with the same priority as the Company's senior credit facilities. The Senior Secured Notes 2027 and the related guarantees are effectively senior to all of the Company's and the guarantors' senior unsecured debt to the extent of the value of the Collateral (as defined in the indenture to the Senior Secured Notes 2027) and are structurally subordinated to all existing and future liabilities of each of the Company's existing and future subsidiaries that do not guarantee the Senior Secured Notes 2027. As of September 30, 2025, the Senior Secured Notes 2027 bear an effective interest rate of 7.39%. The effective interest rate includes interest expense of \$17.3 million and amortization of debt discount and issuance costs of \$0.7 million.

For the three months ended September 30, 2025, we recorded interest expense of \$17.3 million relating to Senior Secured Notes 2027 (three months ended September 30, 2024—\$17.3 million).

Revolver

On December 19, 2023, we amended our committed revolving credit facility (the Revolver) to, among other things, extend the maturity to December 19, 2028. Borrowings under the Revolver are secured by a first charge over substantially all of our assets, on a pari passu basis with the Acquisition Term Loan (as defined below) and Senior Secured Notes 2027.

The Revolver has no fixed repayment date prior to the end of the term. Borrowings under the Revolver bear interest per annum at a floating rate of interest equal to Term SOFR (as defined in the Revolver) and a fixed margin dependent on our consolidated net leverage ratio ranging from 1.25% to 1.75%.

Under the Revolver, we must maintain a "consolidated net leverage" ratio of no more than 4.50:1.00 at the end of each financial quarter. Consolidated net leverage ratio is defined for this purpose as the proportion of our total debt reduced by unrestricted cash, including guarantees and letters of credit, over our trailing twelve months net income before interest, taxes, depreciation, amortization, restructuring, share-based compensation and other miscellaneous charges. As of September 30, 2025, our consolidated net leverage ratio, as calculated in accordance with the applicable agreement, was 3.35:1.00.

The Revolver requires us to pay a facility fee on unused commitments based on the consolidated net leverage ratio. As of September 30, 2025, the facility fee under the Revolver was 0.30%. For the three months ended September 30, 2025 and September 30, 2024, we recorded \$0.6 million of facility fees in Interest and other related expense, net, in our Condensed Consolidated Statements of Income.

As of September 30, 2025, we had no outstanding balance under the Revolver (June 30, 2025—nil). During the three months ended September 30, 2025 and 2024, there was no interest expense recorded relating to the Revolver.

Acquisition Term Loan

On December 1, 2022, we amended our first lien term loan facility (the Acquisition Term Loan), dated as of August 25, 2022, to increase the aggregate commitments under the senior secured delayed-draw term loan facility from an aggregate principal amount of \$2.585 billion to an aggregate principal amount of \$3.585 billion. On August 14, 2023, we entered into the

second amendment to the Acquisition Term Loan to reduce the applicable interest rate margin by 0.75% over the remaining term of the Acquisition Term Loan. On May 15, 2024, we entered into the third amendment to the Acquisition Term Loan, to reduce the applicable interest rate margin by 0.5% and remove the 10-basis point credit spread adjustment for loans bearing interest based on the Secured Overnight Financing Rate (SOFR). On November 27, 2024, we entered into the fourth amendment to the Acquisition Term Loan to reduce the applicable interest rate margin by 0.5% over the remaining term of the Acquisition Term Loan. The reductions in interest rate margin on the Acquisition Term Loan resulting from the amendments were all accounted for by the Company as debt modifications.

The Acquisition Term Loan has a seven-year term from the date of funding, and repayments under the Acquisition Term Loan are equal to 0.25% of the principal amount in equal quarterly installments for the life of the Acquisition Term Loan, with the remainder due at maturity. Borrowings under the Acquisition Term Loan currently bear a floating rate of interest equal to Term SOFR (as defined in the Acquisition Term Loan) plus an applicable margin of 1.75%. As of September 30, 2025, the outstanding balance on the Acquisition Term Loan bears an interest rate of 6.07%. As of September 30, 2025, the Acquisition Term Loan bears an effective interest rate of 7.11%. The effective interest rate includes interest expense of \$34.0 million and amortization of debt discount and issuance costs of \$3.9 million.

The Acquisition Term Loan has incremental facility capacity of (i) \$250 million plus (ii) additional amounts, subject to meeting a “consolidated senior secured net leverage” ratio not exceeding 2.75:1.00, in each case subject to certain conditions. Consolidated senior secured net leverage ratio is defined for this purpose as the proportion of the Company’s total debt reduced by unrestricted cash, including guarantees and letters of credit, that is secured by the Company’s or any of the Company’s subsidiaries’ assets, over the Company’s trailing four financial quarter net income before interest, taxes, depreciation, amortization, restructuring, share-based compensation and other miscellaneous charges. Under the Acquisition Term Loan, we must maintain a “consolidated net leverage” ratio of no more than 4.50:1.00 at the end of each financial quarter. Consolidated net leverage ratio is defined for this purpose as the proportion of the Company’s total debt reduced by unrestricted cash, including guarantees and letters of credit, over the Company’s trailing four financial quarter net income before interest, taxes, depreciation, amortization, restructuring, share-based compensation and other miscellaneous charges as defined in the Acquisition Term Loan. As of September 30, 2025, our consolidated net leverage ratio, as calculated in accordance with the applicable agreement, was 3.35:1.00.

The Acquisition Term Loan is unconditionally guaranteed by certain subsidiary guarantors, as defined in the Acquisition Term Loan, and is secured by a first charge on substantially all of the assets of the Company and the subsidiary guarantors on a pari passu basis with the Revolver and the Senior Secured Notes 2027.

For the three months ended September 30, 2025, we recorded interest expense of \$34.0 million relating to the Acquisition Term Loan (three months ended September 30, 2024—\$42.9 million).

Debt Discount and Issuance Costs

Debt discount and issuance costs relate primarily to costs incurred for the purpose of obtaining or amending our credit facilities and issuing our Senior Notes and are being amortized through interest expense over the respective terms of the Senior Notes and Acquisition Term Loan using the effective interest method and straight-line method for the Revolver.

NOTE 10—PENSION PLANS AND OTHER POST-RETIREMENT BENEFITS

Defined Benefit and Other Post-Retirement Benefit Plans

The Company has 45 pension and other post-retirement plans in multiple countries. All of our pension and other post-retirement plans are located outside of Canada and the United States. The plans are primarily located in Germany, which, as of September 30, 2025, make up approximately 49% of the total net benefit pension obligations.

Our defined benefit pension plans include a mix of final salary type plans which provide for retirement, old age, disability and survivor’s benefits. Final salary type pension plans provide benefits to members either in the form of a lump sum payment or a guaranteed level of pension payable for life in the case of retirement, disability and death. Benefits under our final salary type plans are generally based on the participant’s age, compensation and years of service as well as the social security ceiling and other factors. Many of these plans are closed to new members. The net periodic costs of these plans are determined using the projected unit credit method and several actuarial assumptions, the most significant of which are the discount rate and estimated service costs.

Other post-retirement plans include statutory plans that offer termination, indemnity or other end of service benefits. Many of these plans were assumed through our acquisitions or are required by local regulatory and statutory requirements. All

of our defined benefit and other post-retirement plans are included in the aggregate projected benefit obligation within Pension liability, net on our Condensed Consolidated Balance Sheets.

The following are details of net pension expense relating to the defined benefit pension plans:

	Three Months Ended September 30,	
	2025	2024
Pension expense:		
Service cost	\$ 2,909	\$ 2,828
Interest cost	3,520	3,337
Expected return of plan assets	(3,296)	(3,029)
Amortization of actuarial (gains) losses	8	327
Net pension expense	<u>\$ 3,141</u>	<u>\$ 3,463</u>

Service-related net periodic pension costs are recorded within operating expense and all other non-service related net periodic pension costs are classified under Interest and other related expense, net on our Condensed Consolidated Statements of Income.

NOTE 11—EQUITY AND SHARE-BASED COMPENSATION

Equity

Cash Dividends

For the three months ended September 30, 2025, pursuant to the Company’s dividend policy, we declared total non-cumulative dividends of \$0.275 per Common Share in the aggregate amount of \$68.2 million, which we paid during the same period (three months ended September 30, 2024—\$0.2625 per Common Share in the aggregate amount of \$69.1 million).

Share Capital

Our authorized share capital includes an unlimited number of Common Shares and an unlimited number of Preference Shares. No Preference Shares have been issued.

Treasury Stock

From time to time we may provide funds to a third-party agent to facilitate repurchases of our Common Shares in connection with the settlement of awards under the Long-Term Incentive Plans (LTIP) or other plans.

During the three months ended September 30, 2025, we did not repurchase Common Shares on the open market for potential settlement of awards under our “Long-Term Incentive Plans” and “Restricted Share Units (Other)” or other plans as described below (three months ended September 30, 2024 —824,414 Common Shares at a cost of \$25.0 million).

During the three months ended September 30, 2025, we delivered to eligible participants 196,017 Common Shares at a cost of \$7.6 million that were purchased in the open market in connection with the settlement of awards under our LTIP and other plans (three months ended September 30, 2024 —60,887 Common Shares at a cost of \$2.6 million).

Employee Stock Purchase Plan (ESPP)

Our ESPP offers employees the opportunity to purchase our Common Shares at a purchase price discount of 15%. During the three months ended September 30, 2025, 244,450 Common Shares were eligible for issuance to employees enrolled in the ESPP (three months ended September 30, 2024—389,302 Common Shares). During the three months ended September 30, 2025, cash in the amount of \$7.8 million was received from employees relating to the ESPP (three months ended September 30, 2024—\$9.9 million).

Share Repurchase Plan

On April 30, 2024, the Company’s Board of Directors (the Board) authorized a share repurchase plan (the Fiscal 2024 Repurchase Plan) pursuant to which we were authorized to purchase for cancellation, in open market transactions from time to time over the 12-month period commencing on May 7, 2024 until May 6, 2025, up to an aggregate of \$250 million of our Common Shares.

On July 31, 2024, in order to align our share repurchase plan to our fiscal year, the Board approved the early termination of the Fiscal 2024 Repurchase Plan and authorized a share repurchase plan (the Fiscal 2025 Repurchase Plan), pursuant to which we were authorized to purchase for cancellation from time to time over the 12-month period commencing on August 7,

2024 until August 6, 2025, if considered advisable, up to an aggregate of \$300 million of our Common Shares. On March 13, 2025, the Company increased the authorized limit of the Fiscal 2025 Repurchase Plan by \$150 million to \$450 million.

On August 6, 2025, the Company renewed its share repurchase plan, pursuant to which we may purchase for cancellation in open market transactions, from time to time over the 12-month period commencing on August 12, 2025 until August 11, 2026, if considered advisable, up to an aggregate of \$300 million of our Common Shares on the Toronto Stock Exchange (TSX) as part of a normal course issuer bid renewed by the Company on August 6, 2025 (Fiscal 2026 NCIB), the NASDAQ and/or alternative trading systems in Canada and/or the United States, if eligible, subject to applicable law and stock exchange rules (the Fiscal 2026 Repurchase Plan). The price that we are authorized to pay for Common Shares in open market transactions is the market price at the time of purchase or such other price as is permitted by applicable law or stock exchange rules. The Fiscal 2026 Repurchase Plan will be effected in accordance with Rule 10b-18 under the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act) and includes a normal course issuer bid to provide means to execute purchases over the TSX (the Fiscal 2026 NCIB). Further, as part of the renewal of the Fiscal 2026 NCIB, the Company established an automatic share purchase plan (ASPP) with its broker to facilitate repurchases of Common Shares.

During the three months ended September 30, 2025, we repurchased and cancelled 3,156,323 Common Shares for \$102.0 million, inclusive of 2% Canadian excise taxes recorded (three months ended September 30, 2024— 2,649,131 Common Shares for \$86.5 million).

Additionally, as of September 30, 2025, we recorded an accrual within Accounts payable and accrued liabilities and a corresponding charge to Retained earnings of \$25.0 million, representing the estimated value of Common Shares expected to be repurchased following the fiscal quarter ended September 30, 2025 pursuant to the ASPP.

Share-Based Compensation

Share-based compensation expense for the periods indicated below is detailed as follows:

	Three Months Ended September 30,	
	2025	2024
Stock Options (issued under Stock Option Plans)	\$ 1,006	\$ 2,736
Performance Share Units (issued under LTIP)	3,385	7,188
Restricted Share Units (issued under LTIP)	3,571	3,767
Restricted Share Units (other)	7,465	13,285
Deferred Share Units (directors)	914	845
Employee Stock Purchase Plan	1,340	1,737
Total share-based compensation expense	\$ 17,681	\$ 29,558

A summary of unrecognized compensation cost for unvested share-based compensation awards is as follows:

	As of September 30, 2025	
	Unrecognized Compensation Cost	Weighted Average Recognition Period (years)
Stock Options (issued under Stock Option Plans)	\$ 30,582	2.08
Performance Share Units (issued under LTIP)	66,623	2.44
Restricted Share Units (issued under LTIP)	27,074	1.69
Restricted Share Units (other)	25,279	1.46
Total unrecognized share-based compensation cost	\$ 149,558	

Stock Option Plans

A summary of activity under our stock option plans for the three months ended September 30, 2025 is as follows:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at June 30, 2025	12,306,554	\$ 36.73	3.93	\$ 5,942
Granted	317,500	30.22		
Exercised	(24,501)	30.15		
Forfeited or expired	(3,112,072)	37.10		
Outstanding at September 30, 2025	<u>9,487,481</u>	<u>\$ 36.40</u>	<u>3.46</u>	<u>\$ 37,920</u>
Exercisable at September 30, 2025	<u>5,520,435</u>	<u>\$ 39.97</u>	<u>2.12</u>	<u>\$ 10,903</u>

As of September 30, 2025, 7,575,120 options to purchase Common Shares were available for issuance under our stock option plans.

We estimate the fair value of stock options using the Black-Scholes option-pricing model consistent with the provisions of ASC Topic 718, “Compensation—Stock Compensation” (Topic 718) and SEC Staff Accounting Bulletin No. 107. The option-pricing models require input of subjective assumptions, including the estimated life of the option and the expected volatility of the underlying stock over the estimated life of the option. We use historical volatility as a basis for projecting the expected volatility of the underlying stock and estimate the expected life of our stock options based upon historical data.

We believe that the valuation techniques and the approach utilized to develop the underlying assumptions are appropriate in calculating the fair value of our stock option grants. Estimates of fair value are not intended, however, to predict actual future events or the value ultimately realized by employees who receive equity awards.

For the periods indicated, the weighted-average fair value of options and weighted-average assumptions estimated under the Black-Scholes option-pricing model were as follows:

	Three Months Ended September 30,	
	2025	2024
Weighted-average fair value of options granted	\$ 6.69	\$ 5.77
Weighted-average assumptions used:		
Expected volatility	31.00 %	28.60 %
Risk-free interest rate	3.77 %	3.66 %
Expected dividend yield	3.52 %	3.51 %
Expected life (in years)	4.37	4.31
Forfeiture rate (based on historical rates)	7 %	7 %
Average exercise share price	\$ 30.22	\$ 28.49

Long-Term Incentive Plans

We incentivize certain eligible employees, in part, with long-term compensation pursuant to our LTIP. The LTIP is a rolling three-year program that grants eligible employees a certain number of target Performance Share Units (PSUs) and/or Restricted Share Units (RSUs). Target PSUs become vested upon the achievement of certain financial and/or operational performance criteria (the Performance Conditions) that are determined at the time of the grant. The Performance Conditions for vesting of the outstanding PSUs are based on market conditions or performance-based revenue conditions. RSUs are employee service-based awards and vest subject to an eligible employee’s continued employment throughout the applicable vesting period.

PSUs and RSUs granted under the LTIP have been measured at fair value as of the effective date, consistent with ASC Topic 718, and will be charged to share-based compensation expense over the remaining life of the plan. We estimate the fair value of PSUs with market-based conditions using the Monte Carlo pricing model and RSUs have been valued based upon their grant date fair value. Beginning in Fiscal 2023, certain PSU and RSU grants were eligible to receive dividend equivalent units that vest under the same conditions as the underlying grants.

Performance Share Units (Issued Under LTIP)

PSUs (issued under the LTIP) vest after three years from the respective date of grants and upon the achievement of Performance Conditions determined at the time of the grant.

A summary of activity under our PSUs issued under the LTIP for the three months ended September 30, 2025 is as follows:

	Units	Weighted-Average Grant Date Fair Value	Weighted- Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (\$'000's)
Outstanding at June 30, 2025	1,972,941	\$ 49.87	1.52	\$ 51,956
Granted ⁽¹⁾	871,356	49.89		
Forfeited or expired	(458,096)	45.24		
Outstanding at September 30, 2025	<u>2,386,201</u>	<u>\$ 50.77</u>	<u>2.02</u>	<u>\$ 89,196</u>

(1) PSUs are earned based on market or performance conditions and the actual number of PSUs earned, if any, is dependent upon performance and may range from 0 to 200 percent.

For the periods indicated, the weighted-average fair value of market-based PSUs issued under the LTIP and weighted-average assumptions estimated under the Monte Carlo pricing model were as follows:

	Three Months Ended September 30,	
	2025	2024
Weighted-average fair value of performance share units granted	\$ 50.18	\$ 47.96
Weighted-average assumptions used:		
Expected volatility	32.40 %	30.26 %
Risk-free interest rate	3.66 %	3.67 %
Expected dividend yield	— %	— %
Expected life (in years)	3.09	3.11

Restricted Share Units (Issued Under LTIP)

Beginning in Fiscal 2025, grants of RSUs (issued under the LTIP) vest on a straight-line basis over three years from the respective date of grants. Grants of RSUs (issued under the LTIP) prior to Fiscal 2025 vest after three years from the respective date of grants.

A summary of activity under our RSUs issued under the LTIP for the three months ended September 30, 2025 is as follows:

	Units	Weighted-Average Grant Date Fair Value	Weighted- Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (\$'000's)
Outstanding at June 30, 2025	1,272,015	\$ 33.11	1.70	\$ 37,143
Granted	711,039	29.50		
Vested	(189,262)	28.47		
Forfeited or expired	(106,223)	30.30		
Outstanding at September 30, 2025	<u>1,687,569</u>	<u>\$ 32.29</u>	<u>2.07</u>	<u>\$ 63,081</u>

Restricted Share Units (Other)

In addition to the grants made in connection with the LTIP discussed above, from time to time, we may grant RSUs to certain employees in accordance with employment and other non-LTIP related agreements. RSUs (other) vest over a specified contract date, typically two to four years from the respective date of grants.

A summary of activity under our RSUs (other) issued for the three months ended September 30, 2025 is as follows:

	Units	Weighted-Average Grant Date Fair Value	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (\$'000's)
Outstanding at June 30, 2025	2,639,883	\$ 33.11	2.00	\$ 77,084
Granted	13,520	36.81		
Vested	(6,756)	32.49		
Forfeited or expired	(37,972)	33.85		
Outstanding at September 30, 2025	2,608,675	\$ 33.12	1.75	\$ 97,512

Deferred Share Units (DSUs)

The DSUs are granted to certain non-employee directors. DSUs are issued under our Deferred Share Unit Plan. DSUs granted as compensation for director fees vest immediately, whereas all other DSUs granted vest at our next annual general meeting following the granting of the DSUs. No DSUs are payable by us until the director ceases to be a member of the Board.

A summary of activity under our DSUs issued for the three months ended September 30, 2025 is as follows:

	Units	Weighted-Average Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (\$'000's)
Outstanding at June 30, 2025 ⁽¹⁾	903,970	\$ 31.04	0.34	\$ 26,415
Granted	10,780	34.05		
Outstanding at September 30, 2025 ⁽²⁾	914,750	\$ 31.07	0.10	\$ 33,856

(1) Includes 62,177 unvested DSUs.

(2) Includes 62,601 unvested DSUs.

NOTE 12—GUARANTEES AND CONTINGENCIES

We have entered into the following contractual obligations with minimum payments for the indicated fiscal periods as follows:

	Payments due between				
	Total	October 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2028	July 1, 2028 - June 30, 2030	July 1, 2030 and beyond
Long-term debt obligations ⁽¹⁾	\$ 7,786,983	\$ 291,343	\$ 2,599,604	\$ 4,205,817	\$ 690,219
Purchase obligations for contracts not accounted for as lease obligations ⁽²⁾	280,437	184,182	96,255	—	—
Total	\$ 8,067,420	\$ 475,525	\$ 2,695,859	\$ 4,205,817	\$ 690,219

(1) Includes interest up to maturity and principal payments. See Note 9 “Long-Term Debt” for more details.

(2) For more details on contractual obligations relating to leases and purchase obligations accounted for under ASC Topic 842, see Note 4 “Leases.”

Guarantees and Indemnifications

We have entered into customer agreements which may include provisions to indemnify our customers against third-party claims that our software products or services infringe certain third-party intellectual property rights and for liabilities related to a breach of our confidentiality obligations. We have not made any material payments in relation to such indemnification provisions and have not accrued any liabilities related to these indemnification provisions in our Condensed Consolidated Financial Statements.

Occasionally, we enter into financial guarantees with third parties in the ordinary course of our business, including, among others, guarantees relating to taxes and letters of credit on behalf of parties with whom we conduct business. Such agreements have not had a material effect on our results of operations, financial position or cash flows.

Litigation

We are currently involved in various claims and legal proceedings.

Quarterly, we review the status of each significant legal matter and evaluate such matters to determine how they should be treated for accounting and disclosure purposes in accordance with the requirements of ASC Topic 450-20 “Loss Contingencies” (Topic 450-20). Specifically, this evaluation process includes the centralized tracking and itemization of the status of all our disputes and litigation items, discussing the nature of any litigation and claim, including any dispute or claim that is reasonably likely to result in litigation, with relevant internal and external counsel, and assessing the progress of each matter in light of its merits and our experience with similar proceedings under similar circumstances.

If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, we accrue a liability for the estimated loss in accordance with Topic 450-20. As of the date of this Quarterly Report on Form 10-Q, the aggregate of such accrued liabilities was not material to our consolidated financial position or results of operations and we do not believe as of the date of this filing that it is reasonably possible that a loss exceeding the amounts already recognized will be incurred that would be material to our consolidated financial position or results of operations. As described more fully below, we are unable at this time to estimate a possible loss or range of losses in respect of certain disclosed matters.

Contingencies

CRA Matter

As part of its ongoing audit of our Canadian tax returns, the Canada Revenue Agency (CRA) has disputed our transfer pricing methodology used for certain intercompany transactions with our international subsidiaries and has issued notices of reassessment for Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016. Assuming the utilization of available tax attributes (further described below), we estimate our potential aggregate liability, as of September 30, 2025, in connection with the CRA’s reassessments for Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016, to be limited to penalties, interest and provincial taxes that may be due of approximately \$85.0 million. As of September 30, 2025, we have provisionally paid approximately \$32.0 million in order to fully preserve our rights to object to the CRA’s audit positions, being the minimum payment required under Canadian legislation while the matter is in dispute. This amount is recorded within Long-term income taxes recoverable on the Condensed Consolidated Balance Sheets as of September 30, 2025.

The notices of reassessment for Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016 would, as drafted, increase our taxable income by approximately \$90 million to \$100 million for each of those years, as well as impose a 10% penalty on the proposed adjustment to income. Audits by the CRA of our tax returns for fiscal years prior to Fiscal 2012 have been completed with no reassessment of our income tax liability.

We strongly disagree with the CRA’s positions and believe the reassessments of Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016 (including any penalties) are without merit, and we are continuing to contest these reassessments. On June 30, 2022, we filed a notice of appeal with the Tax Court of Canada seeking to reverse all such reassessments (including penalties) in full and the customary court process is ongoing.

Even if we are unsuccessful in challenging the CRA’s reassessments to increase our taxable income for Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016, we have elective deductions available for those years (including carry-backs from later years) that would offset such increased amounts so that no additional cash tax would be payable, exclusive of any assessed penalties and interest, as described above.

The CRA has audited Fiscal 2017, Fiscal 2018, Fiscal 2019 and Fiscal 2020 on a basis that we strongly disagree with and are contesting. The focus of the CRA audit has been the valuation of certain intellectual property and goodwill when one of our subsidiaries continued into Canada from Luxembourg in July 2016. In accordance with applicable rules, these assets were recognized for tax purposes at fair market value as of that time, which value was supported by an expert valuation prepared by an independent leading accounting and advisory firm. CRA’s position for Fiscal 2017 through Fiscal 2020 relies in significant part on the application of its positions regarding our transfer pricing methodology that are the basis for its reassessment of our fiscal years 2012 to 2016 described above, and that we believe are without merit. Other aspects of CRA’s position for Fiscal 2017 through Fiscal 2020 conflict with the expert valuation prepared by the independent leading accounting and advisory firm that was used to support our original filing position. The CRA issued notices of reassessment in respect of Fiscal 2017 through Fiscal 2020 on a basis consistent with its proposal to reduce the available depreciable basis of assets in Canada. We have filed notices of objection to the reassessments for each of these years. If we are ultimately unsuccessful in defending our position, the estimated impact of the proposed adjustment could result in us recording an income tax expense, with no immediate cash payment, to reduce the stated value of our deferred tax assets of up to approximately \$470 million. Any such income tax expense could also have a corresponding cash tax impact that would primarily occur over a period of several future years based upon annual income realization in Canada. We strongly disagree with the CRA’s position for Fiscal 2017 through Fiscal 2020

and intend to vigorously defend our original filing position. We are not required to provisionally pay any cash amounts to the CRA as a result of the reassessment in respect of Fiscal 2017 through Fiscal 2019 due to utilization of available tax attributes; however, for Fiscal 2020 and, to the extent the CRA reassesses subsequent fiscal years on a similar basis, we may make certain minimum payments required under Canadian legislation.

We will continue to vigorously contest the adjustments to our taxable income and any penalty and interest assessments, as well as any reduction to the basis of our depreciable property. We are confident that our original tax filing positions were appropriate. Accordingly, as of the date of this Quarterly Report on Form 10-Q, we have not recorded any accruals in respect of these reassessments or proposed reassessment in our Condensed Consolidated Financial Statements.

NOTE 13—INCOME TAXES

The Company's effective tax rate for the three months ended September 30, 2025, was 21.1%, compared to a provision of 2.2% for the three months ended September 30, 2024.

The Company's effective tax rate for the three months ended September 30, 2025, differs from the Canadian federal and provincial statutory rate of 26.5% primarily due to tax benefits related to foreign tax credits, research and development credits, and changes in unrecognized tax benefits, partially offset by foreign source income inclusion in the U.S. and withholding taxes.

The Company's effective tax rate for the three months ended September 30, 2024, differs from the Canadian statutory rate primarily due to tax benefits related to foreign tax credits, research and development credits, changes in unrecognized tax benefits, and differences in tax filings from provision, partially offset by disallowed share based compensation deductions, foreign source income inclusion in the U.S., and withholding taxes.

On July 4, 2025, the One Big Beautiful Bill Act (OBBBA) was enacted in the U.S., introducing amendments to U.S. tax laws with various effective dates. Key income tax-related provisions of the OBBBA include provisions related to bonus depreciation, research and development expenditures, interest expense deductibility, and revisions to international tax regimes. The changes had an immaterial impact to the Company's tax provision for the period ended September 30, 2025.

As of September 30, 2025, the gross amount of unrecognized tax benefits accrued was \$134.6 million (June 30, 2025 — \$139.8 million), which is inclusive of interest and penalties accrued of \$14.6 million (June 30, 2025 — \$16.8 million). We believe that it is reasonably possible that the gross unrecognized tax benefits could decrease by \$23.2 million in the next 12 months, relating primarily to the expiration of competent authority relief and tax years becoming statute barred for purposes of future tax examinations by local taxing jurisdictions.

NOTE 14—FAIR VALUE MEASUREMENT

ASC Topic 820 "Fair Value Measurement" (Topic 820) defines fair value, establishes a framework for measuring fair value, and addresses disclosure requirements for fair value measurements. Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value, in this context, should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk, including our own credit risk.

In addition to defining fair value and addressing disclosure requirements, Topic 820 establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1—inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2—inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

Financial Assets and Liabilities Measured at Fair Value

Our cash and cash equivalents, along with our accounts receivable and accounts payable and accrued liabilities balances, are measured and recognized in our Condensed Consolidated Financial Statements at an amount that approximates the fair value (a Level 2 measurement) due to their short maturities. The carrying value of our other long-term debt facilities approximates the fair value since the interest rate is at market. See Note 9 “Long-Term Debt” for further details.

The following table summarizes the fair value of the Company’s financial instruments as of September 30, 2025 and June 30, 2025:

	Fair Value Hierarchy	Fair Value	
		September 30, 2025	June 30, 2025
Assets:			
Available-for-sale financial assets (Note 7)	Level 2	\$ 18,297	\$ 17,721
Available-for-sale financial assets (Note 7)	Level 3	27,878	27,353
Derivative asset (Note 15)	Level 2	44	2,984
Liabilities:			
Derivative liability (Note 15)	Level 2	\$ (257,187)	\$ (275,810)
Senior Notes (Note 9) ⁽¹⁾	Level 2	(4,177,380)	(4,158,921)

(1) Senior Notes are presented within the Condensed Consolidated Balance Sheets at amortized cost. See Note 9 “Long-Term Debt” for further details.

Changes in Level 3 Fair Value Measurements

The following table provides a reconciliation of changes in the fair value of our Level 3 available-for-sale financial assets between June 30, 2025 and September 30, 2025.

	Available-for-sale financial assets
Balance as of June 30, 2025	\$ 27,353
Gain recognized in income	525
Balance as of September 30, 2025	<u>\$ 27,878</u>

Our derivative liabilities and our derivative assets are classified as Level 2 and are comprised of foreign currency forward and swap contracts. Our valuation techniques used to measure the fair values of the derivative instruments, the counterparties to which have high credit ratings, were derived from pricing models including discounted cash flow techniques, with all significant inputs derived from or corroborated by observable market data, as no quoted market prices exist for these instruments. Our discounted cash flow techniques use observable market inputs, such as, where applicable, foreign currency spot and forward rates.

Our available-for-sale financial assets are classified as either Level 2 or Level 3. Our Level 2 available-for-sale financial assets are comprised primarily of various debt and equity funds, which are valued utilizing market quotes provided by our third-party custodian. Our Level 3 available-for-sale financial assets are comprised of insurance contracts which are valued by an external insurance expert by applying a discount rate to the future cash flows and taking into account the fixed interest rate, mortality rates and term of the insurance contracts. See Note 7 “Prepaid Expenses and Other Assets” for further details.

If applicable, we will recognize transfers between levels within the fair value hierarchy at the end of the reporting period in which the actual event or change in circumstance occurs. During the three months ended September 30, 2025 and 2024, respectively, we did not have any transfers between Level 1, Level 2 or Level 3.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

We measure certain assets and liabilities at fair value on a nonrecurring basis. These assets and liabilities are recognized at fair value when they are deemed to be other-than-temporarily impaired. During the three months ended September 30, 2025 and 2024, respectively, no indications of impairments were identified and therefore no fair value measurements were required.

NOTE 15—DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

Cross Currency Swaps

In connection with the Micro Focus Acquisition, in August 2022, we entered into EUR/USD cross currency swaps, which are comprised of 5-year EUR/USD cross currency swaps with a notional amount of €690 million and 7-year EUR/USD cross currency swaps with a notional amount of €690 million. In January 2025, we terminated certain of our outstanding 5-year EUR/USD cross currency swaps with an aggregate notional amount of €138 million and made a termination payment of approximately \$10.4 million. The 5-year EUR/USD cross currency swaps are non-designated and are measured at fair value with changes to fair value being recognized in the Condensed Consolidated Statements of Income within Other income (expense), net.

Net Investment Hedge

In connection with the closing of the Micro Focus Acquisition, we designated the €690 million of 7-year EUR/USD cross currency swaps as net investment hedges in accordance with “Derivatives and Hedging” (Topic 815). The Company utilizes the designated cross currency swaps to protect our EUR-denominated operations against exchange rate fluctuations.

The Company assesses the hedge effectiveness of its net investment hedges on a quarterly basis utilizing a method based on the changes in spot price. As such, for derivative instruments designated as net investment hedges, changes in fair value of the designated hedging instruments attributable to fluctuations in the foreign currency spot exchange rates are initially recorded as a component of currency translation adjustments included within Condensed Consolidated Statements of Comprehensive Income until the hedged foreign operations are either sold or substantially liquidated.

In accordance with Topic 815 certain components of the designated cross currency swaps relating to counterparty credit risk and forward exchange rates were excluded from the above effectiveness assessment. The fair value of these excluded components will be amortized over the life of the hedging instruments within Interest and other related expense, net within the Condensed Consolidated Statements of Income. Additionally, we will record the cash flows related to the periodic interest settlements on the 7-year EUR/USD cross currency swaps within the investing activities section of the Condensed Consolidated Statements of Cash Flows. Any gains or losses recognized upon settlement of the cross currency swaps will be recorded within the investing activities section of the Condensed Consolidated Statements of Cash Flows.

Cash Flow Hedge

We are engaged in hedging programs with various banks to limit the potential foreign exchange fluctuations incurred on future cash flows relating to a portion of our Canadian dollar payroll expenses. We operate internationally and are therefore exposed to foreign currency exchange rate fluctuations in the normal course of our business, in particular to changes in the Canadian dollar on account of large costs that are incurred from our centralized Canadian operations, which are denominated in Canadian dollars. As part of our risk management strategy, we use foreign currency forward contracts to hedge portions of our payroll exposure with typical maturities of between one and twelve months. We do not use foreign currency forward contracts for speculative purposes.

We have designated these transactions as cash flow hedges of forecasted transactions under Topic 815. As the critical terms of the hedging instrument and of the entire hedged forecasted transaction are the same, in accordance with Topic 815, we have been able to conclude that changes in fair value or cash flows attributable to the risk being hedged are expected to completely offset at inception and on an ongoing basis. Accordingly, quarterly unrealized gains or losses on the effective portion of these forward contracts have been included within Other comprehensive income (loss), net within the Condensed Consolidated Statements of Comprehensive Income. As of September 30, 2025, the fair value of the contracts is recorded within Accounts payable and accrued liabilities within the Condensed Consolidated Balance Sheets and represents the net loss before tax effect that is expected to be reclassified from accumulated other comprehensive income (loss) into earnings within the next twelve months.

As of September 30, 2025, the notional amount of forward contracts we held to sell U.S. dollars in exchange for Canadian dollars was \$93.9 million (June 30, 2025—\$93.5 million).

Fair Value of Derivative Instruments and Effect of Derivative Instruments on Financial Performance

The fair values of outstanding derivative instruments are as follows:

Instrument	Balance Sheet Location	As of September 30, 2025		As of June 30, 2025	
		Asset	Liability	Asset	Liability
Derivatives designated as hedges:					
Cash flow hedge	Prepaid expenses and other current assets (Accounts payable and accrued liabilities)	\$ —	\$ (364)	\$ 2,068	\$ —
Net investment hedge	Prepaid expenses and other current assets (Accounts payable and accrued liabilities)	—	(150,160)	124	(161,304)
Total derivatives designated as hedges		—	(150,524)	2,192	(161,304)
Derivatives not designated as hedges:					
Cross currency swap contracts	Prepaid expenses and other current assets (Accounts payable and accrued liabilities)	44	(106,663)	792	(114,506)
Total derivatives not designated as hedges		44	(106,663)	792	(114,506)
Total derivatives		\$ 44	\$ (257,187)	\$ 2,984	\$ (275,810)

The effects of gains (losses) from derivative instruments on our Condensed Consolidated Statements of Income is as follows:

Instrument	Income Statement Location	Three Months Ended September 30,	
		2025	2024
Derivatives designated as hedges:			
Cash flow hedge	Operating expenses	\$ 153	\$ (356)
Net investment hedge	Interest and other related expense, net	124	727
Derivatives not designated as hedges:			
Cross currency swap contracts	Other income (expense), net	7,843	(24,935)
Cross currency swap contracts	Interest and other related expense, net	136	681
Total		\$ 8,256	\$ (23,883)

The effects of the cash flow and net investment hedges on our Condensed Consolidated Statements of Comprehensive Income:

	Condensed Consolidated Statements of Income and Condensed Consolidated Statements of Comprehensive Income Location	Three Months Ended September 30,	
		2025	2024
Gain (loss) recognized in OCI (loss) on cash flow hedge (effective portion)	Unrealized gain (loss) on cash flow hedge	\$ (2,279)	\$ 890
Gain (loss) recognized in OCI (loss) on net investment hedge (effective portion)	Net foreign currency translation adjustment	11,443	(26,077)
Gain (loss) reclassified from AOCI into income (effective portion) - cash flow hedge	Operating expenses	153	(356)
Gain (loss) reclassified from AOCI into income (excluded from effectiveness testing) - net investment hedge	Interest and other related expense, net	561	561

NOTE 16—SPECIAL CHARGES (RECOVERIES)

Special charges (recoveries) include costs and recoveries that relate to certain restructuring initiatives that we have undertaken from time to time under our various restructuring plans, as well as acquisition and divestiture-related costs and other similar charges.

	Three Months Ended September 30,	
	2025	2024
Business Optimization Plan	\$ 12,269	\$ 42,503
Other historical restructuring plans	(590)	(1,920)
Divestiture-related costs	941	4,160
Acquisition-related costs	12	736
Other charges (recoveries)	7,507	1,657
Total	<u>\$ 20,139</u>	<u>\$ 47,136</u>

Business Optimization Plan

During the first quarter of Fiscal 2025, we made a strategic decision to align the Company’s workforce to support its growth and innovation plans (the Business Optimization Plan). The Business Optimization Plan charges relate to facility costs and workforce reductions. During the fourth quarter of Fiscal 2025, the Board approved an expansion of the Business Optimization Plan to complete strategic initiatives, integration and simplification following the Micro Focus Acquisition, the divestiture of our Application Modernization and Connectivity (AMC) business (the AMC Divestiture) to Rocket Software Inc. (Rocket Software) and other growth and innovation plans including the deployment of AI and automation. This expansion includes costs associated with workforce reduction due to automation, centralization and simplification, and corresponding facility costs related to a reduction of our real estate footprint globally. These charges require management to make certain judgments and estimates regarding the amount and timing of restructuring charges or recoveries. Our estimated liability could change subsequent to its recognition, requiring adjustments to the expense and the liability recorded. On a quarterly basis, we conduct an evaluation of the related liabilities and expenses and revise our assumptions and estimates as appropriate.

As of September 30, 2025, we expect total costs to be incurred in connection with the Business Optimization Plan to be approximately \$260.0 million, of which \$140.2 million has been recorded to date. For the three months ended September 30, 2025, \$12.3 million has been recorded within Special charges (recoveries) within the Condensed Consolidated Statements of Income. The entire Business Optimization Plan is expected to be substantially completed by the second quarter of Fiscal 2027.

A reconciliation of the beginning and ending restructuring liability for the Business Optimization Plan, which is included within Accounts payable and accrued liabilities in our Condensed Consolidated Balance Sheets, for the three months ended September 30, 2025 is shown below.

Business Optimization Plan	Workforce reduction	Facility charges	Total
Balance payable as of June 30, 2025	\$ 48,283	\$ 2,846	\$ 51,129
Accruals and adjustments	4,893	3,019	7,912
Cash payments	(35,616)	(280)	(35,896)
Foreign exchange and other non-cash adjustments	736	(1,280)	(544)
Balance payable as of September 30, 2025	<u>\$ 18,296</u>	<u>\$ 4,305</u>	<u>\$ 22,601</u>

Divestiture-related costs

Divestiture-related costs, recorded within Special charges (recoveries), include the direct costs related to the AMC and eDOCS divestitures.

Acquisition-related costs

Acquisition-related costs, recorded within Special charges (recoveries), include direct costs of potential and completed acquisitions.

Other charges (recoveries)

For the three months ended September 30, 2025, Other charges (recoveries) includes \$7.5 million of expenses related to severance and other miscellaneous charges.

For the three months ended September 30, 2024, Other charges (recoveries) includes \$1.6 million of other miscellaneous charges and \$0.1 million related to pre-acquisition equity incentives of Zix Corporation, which upon acquisition were replaced by equivalent value cash settlements.

NOTE 17—ACQUISITIONS AND DIVESTITURES

Proposed Divestiture of eDOCS Business

On October 2, 2025, the Company entered into an agreement to divest an on-premise solutions (eDOCS), as a part of its Analytics product category, to NetDocuments Software, Inc. (NetDocuments), for \$163.0 million in cash before taxes, fees and other adjustments. The transaction remains subject to customary approvals and closing conditions and is expected to close by early calendar year 2026.

As of September 30, 2025, the Company determined that the assets and liabilities of the eDOCS business met the criteria for held for sale classification and the respective assets and liabilities have been reclassified to Assets held for sale and Liabilities held for sale reported in our Condensed Consolidated Balance Sheets. The Company has determined that the eDOCS business does not constitute as a component, as its operations and cash flows cannot be clearly distinguished from the rest of the Company’s operations and cash flows due to significant shared costs, therefore, the transaction does not meet the discontinued operations criteria, and the results of operations from the eDOCS business are presented within Income from operations in our Condensed Consolidated Statements of Income. The Company expects that the sale proceeds less costs to sell will exceed the carrying value of the net assets for the eDOCS business. The carrying value is subject to change based on developments leading up to the closing date.

The following are classified as held for sale in the Condensed Consolidated Balance Sheets, which are related to the proposed divestiture of our eDOCS business. The following balances incorporate the use of management estimates and are subject to the changes based on developments leading up to the closing date of the transaction.

	As of September 30, 2025
Assets held for sale	
Accounts receivable trade, net of allowance for credit losses	\$ 929
Prepaid expenses and other current assets	21
Goodwill	83,406
Long-term deferred tax assets	19,667
Total Assets held for sale	<u>\$ 104,023</u>
Liabilities held for sale	
Accounts payable and accrued liabilities	\$ 454
Deferred revenues	13,155
Pension liability, net	110
Long-term deferred revenues	392
Total Liabilities held for sale	<u>\$ 14,111</u>

Beginning in Fiscal 2026, the Company presents deferred tax assets and liabilities associated with transactions structured as share sales within Assets held for sale or Liabilities held for sale.

Divestiture of AMC Business

On May 1, 2024, the Company completed the AMC Divestiture. In connection with the AMC Divestiture, the Company entered into a transition services agreement (TSA) with Rocket Software, for which transition service costs were reimbursable by Rocket Software. For the three months ended September 30, 2024, the Company billed Rocket Software \$14.5 million under the TSA. All transition services pursuant to the TSA were completed as of June 30, 2025.

NOTE 18—SEGMENT INFORMATION

ASC Topic 280, “Segment Reporting” (Topic 280), establishes standards for reporting, by public business enterprises, information about operating segments, products and services, geographic areas and major customers. The method of determining what information, under Topic 280, to report is based on the way that an entity organizes operating segments for

making operational decisions and how the entity's management and the chief operating decision maker (CODM) assess an entity's financial performance.

The Company's CODM is its Interim Chief Executive Officer. Our operations are analyzed by the CODM as being part of a single industry segment: the design, development, marketing and sale of Information Management software and solutions. As such, segment revenues and significant segment expenses are as presented in the Condensed Consolidated Statements of Income. The CODM uses Net income attributable to OpenText and Adjusted EBITDA (as defined below), a non-GAAP measure, on a consolidated Company basis to evaluate and measure financial performance and to make key decisions, including those that involve the preparation of financial projections, strategic decisions and allocation of resources. Adjusted EBITDA is defined and calculated as GAAP-based net income, attributable to OpenText, excluding interest income (expense), provision for (recovery of) income taxes, depreciation and amortization of acquired intangible assets, other income (expense), share-based compensation and special charges (recoveries).

The following tables present Total revenue, significant segment expenses and Adjusted EBITDA for the periods presented:

	Three Months Ended September 30,	
	2025	2024
Total revenues	\$ 1,288,135	\$ 1,269,005
Adjusted cost of revenues ⁽¹⁾	303,114	306,561
Adjusted gross profit ⁽¹⁾	985,021	962,444
Less:		
Adjusted Research and development ⁽²⁾	165,519	182,526
Adjusted Sales and marketing ⁽²⁾	250,159	236,567
Adjusted General and administrative ⁽²⁾	101,888	99,496
Add:		
Net (income) attributable to non-controlling interests	(44)	(54)
Adjusted EBITDA	467,411	443,801
Less:		
Reconciling items ⁽³⁾	320,795	359,433
Net income attributable to OpenText	\$ 146,616	\$ 84,368

- (1) Total Adjusted cost of revenues excludes Amortization of acquired technology-based intangible assets and share-based compensation expense, which are costs that are excluded from the CODM's evaluation of segment performance.
- (2) Adjusted operating expenses exclude share-based compensation expense, which are costs that are excluded from the CODM's evaluation of segment performance.
- (3) The following adjustments are made to reconcile Adjusted EBITDA to Net income attributable to OpenText:

	Three Months Ended September 30,	
	2025	2024
Provision for (recovery of) income taxes	\$ 39,199	\$ 1,883
Interest and other related expense, net	81,114	84,282
Amortization of acquired technology-based intangible assets	44,204	47,244
Amortization of acquired customer-based intangible assets	79,561	81,504
Depreciation	35,921	32,171
Share-based compensation	17,681	29,558
Special charges (recoveries)	20,139	47,136
Other (income) expense, net	2,976	35,655
Total reconciling items	\$ 320,795	\$ 359,433

NOTE 19—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

	Foreign Currency Translation Adjustments ⁽¹⁾	Cash Flow Hedges	Available-for- Sale Financial Assets	Defined Benefit Pension Plans	Accumulated Other Comprehensive Income (Loss)
Balance as of June 30, 2025	\$ (63,308)	\$ 1,520	\$ 757	\$ (6,036)	\$ (67,067)
Other comprehensive income (loss) before reclassifications, net of tax	22,177	(1,675)	161	—	20,663
Amounts reclassified into net income, net of tax	—	(112)	—	5	(107)
Total other comprehensive income (loss), net for the period	22,177	(1,787)	161	5	20,556
Balance as of September 30, 2025	<u>\$ (41,131)</u>	<u>\$ (267)</u>	<u>\$ 918</u>	<u>\$ (6,031)</u>	<u>\$ (46,511)</u>

(1) The amount of foreign currency translation recognized in other comprehensive income during the three months ended September 30, 2025 included net gains (losses) relating to our net investment hedge of \$11.4 million, as further discussed in Note 15 “Derivative Instruments and Hedging Activities.”

	Foreign Currency Translation Adjustments ⁽¹⁾	Cash Flow Hedges	Available-for- Sale Financial Assets	Defined Benefit Pension Plans	Accumulated Other Comprehensive Income (Loss)
Balance as of June 30, 2024	\$ (59,760)	\$ (608)	\$ (374)	\$ (8,877)	\$ (69,619)
Other comprehensive income (loss) before reclassifications, net of tax	(5,190)	654	248	(1,045)	(5,333)
Amounts reclassified into net income, net of tax	—	262	—	234	496
Total other comprehensive income (loss), net for the period	(5,190)	916	248	(811)	(4,837)
Balance as of September 30, 2024	<u>\$ (64,950)</u>	<u>\$ 308</u>	<u>\$ (126)</u>	<u>\$ (9,688)</u>	<u>\$ (74,456)</u>

(1) The amount of foreign currency translation recognized in other comprehensive income during the three months ended September 30, 2024 included net gains (losses) relating to our net investment hedge of \$(26.1) million, as further discussed in Note 15 “Derivative Instruments and Hedging Activities.”

NOTE 20—SUPPLEMENTAL CASH FLOW DISCLOSURES

	Three Months Ended September 30,	
	2025	2024
Cash paid during the period for interest	\$ 79,500	\$ 80,438
Cash received during the period for interest	10,817	15,263
Cash paid during the period for income taxes	77,321	240,379

NOTE 21—OTHER INCOME (EXPENSE), NET

	Three Months Ended September 30,	
	2025	2024
Foreign exchange gains (losses)	\$ (13,155)	\$ (11,379)
Unrealized gains (losses) on derivatives not designated as hedges ⁽¹⁾	7,843	(24,935)
OpenText share in net income (loss) of equity investees ⁽²⁾	2,417	455
Other miscellaneous income (expense)	(81)	204
Total other income (expense), net	<u>\$ (2,976)</u>	<u>\$ (35,655)</u>

(1) Represents the unrealized gains (losses) on our derivatives not designated as hedges (see Note 15 “Derivative Instruments and Hedging Activities” for more details).

(2) Represents our share in net income (losses) of equity investees, which approximates fair value and is subject to volatility based on market trends and business conditions, based on our interest in certain investment funds in which we are a limited partner. Our interests in each of these investees range from 4% to below 20% and these investments are accounted for using the equity method (see Note 7 “Prepaid Expenses and Other Assets” for more details).

NOTE 22—EARNINGS PER SHARE

Basic earnings per share are computed by dividing net income attributable to OpenText by the weighted average number of Common Shares outstanding during the period. Diluted earnings per share are computed by dividing net income attributable to OpenText by the shares used in the calculation of basic earnings per share plus the dilutive effect of Common Share equivalents, such as stock options, using the treasury stock method. Common Share equivalents are excluded from the computation of diluted earnings per share if their effect is anti-dilutive.

	Three Months Ended September 30,	
	2025	2024
Basic earnings per share		
Net income attributable to OpenText	\$ 146,616	\$ 84,368
Basic earnings per share attributable to OpenText	\$ 0.58	\$ 0.32
Diluted earnings per share		
Net income attributable to OpenText	\$ 146,616	\$ 84,368
Diluted earnings per share attributable to OpenText	\$ 0.58	\$ 0.32
Weighted-average number of shares outstanding (in ‘000’s)		
Basic	253,645	267,400
Effect of dilutive securities	127	421
Diluted	253,772	267,821
Excluded as anti-dilutive ⁽¹⁾	8,698	10,779

(1) Represents options to purchase Common Shares excluded from the calculation of diluted earnings per share because the exercise price of the stock options was greater than or equal to the average price of the Common Shares during the period.

NOTE 23—RELATED PARTY TRANSACTIONS

Our procedure regarding the approval of any related party transaction requires that the material facts of such transaction be reviewed by the independent members of the Audit Committee and the transaction be approved by a majority of the independent members of the Audit Committee. The Audit Committee reviews all transactions in which we are, or will be, a participant and any related party has or will have a direct or indirect interest in the transaction. In determining whether to approve a related party transaction, the Audit Committee generally takes into account, among other facts it deems appropriate, whether the transaction is on terms no less favourable than terms generally available to an unaffiliated third party under the same or similar circumstances; the extent and nature of the related person’s interest in the transaction; the benefits to the Company of the proposed transaction; if applicable, the effects on a director’s independence; and if applicable, the availability of other sources of comparable services or products.

During the three months ended September 30, 2025, Mr. Stephen Sadler, a member of the Board of Directors, earned consulting fees from OpenText for assistance with acquisition-related business activities. The fees earned were not material. Mr. Sadler abstained from voting on all transactions from which he would potentially derive consulting fees.

NOTE 24—SUBSEQUENT EVENTS

Cash Dividends

As part of our quarterly, non-cumulative cash dividend program, we declared, on November 4, 2025, a dividend of \$0.2750 per Common Share. The record date for this dividend is December 5, 2025 and the payment date is December 19, 2025. Future declarations of dividends and the establishment of future record and payment dates are subject to the final determination and discretion of our Board.

Proposed Divestiture of eDOCS Business

On October 2, 2025, the Company reached a definitive agreement to divest eDOCS, a part of its Analytics product category, to NetDocuments, for \$163.0 million in cash before taxes, fees and other adjustments. The transaction remains subject to customary approvals and closing conditions and is expected to close by early calendar year 2026. Refer to Note 17 “Acquisitions and Divestitures” for more information.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q, including this Management’s Discussion and Analysis of Financial Condition and Results of Operations (MD&A), contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act), and Section 27A of the U.S. Securities Act of 1933, as amended (the Securities Act), and is subject to the safe harbors created by those sections. All statements other than statements of historical facts are statements that could be deemed forward-looking statements.

When used in this report, the words “anticipates”, “expects”, “intends”, “plans”, “believes”, “seeks”, “estimates”, “may”, “could”, “would”, “might”, “will” and other similar language, as they relate to Open Text Corporation (OpenText or the Company), are intended to identify forward-looking statements under applicable securities laws. Specific forward-looking statements in this report include, but are not limited to, statements regarding: (i) our focus in the fiscal years beginning July 1, 2025 and ending June 30, 2026 (Fiscal 2026) and July 1, 2026 and ending June 30, 2027 (Fiscal 2027) on growth in earnings and cash flows; (ii) creating value through investments in broader Information Management capabilities; (iii) our future business plans and operations, strategic goals and business planning process, including the Company’s business optimization plan announced in July 2024 (the Business Optimization Plan) and the potential redeployment of capital from non-core assets to enhance focus on our core Information Management for Artificial Intelligence (AI) business and support long-term shareholder returns; (iv) business trends; (v) distribution; (vi) the Company’s presence in the cloud and in growth markets; (vii) product and solution developments, enhancements and releases, the timing thereof and the customers targeted; (viii) the Company’s financial condition, results of operations and earnings; (ix) the basis for any future growth, including organic and inorganic growth, and for our financial performance; (x) declaration of quarterly dividends; (xi) future tax rates, including Canada and United Kingdom’s newly enacted global minimum tax acts; (xii) the changing regulatory environment; (xiii) annual recurring revenues; (xiv) research and development and related expenditures; (xv) our building, development and consolidation of our network infrastructure; (xvi) competition and changes in the competitive landscape; (xvii) our management and protection of intellectual property and other proprietary rights; (xviii) existing and foreign sales and exchange rate fluctuations; (xix) cyclical or seasonal aspects of our business; (xx) capital expenditures; (xxi) potential legal and/or regulatory proceedings; (xxii) acquisitions and their expected impact, including our ability to realize the benefits expected from the acquisitions and to successfully integrate the assets we acquire or utilize such assets to their full capacity (see Note 17 “Acquisitions and Divestitures” to our Condensed Consolidated Financial Statements for more details); (xxiii) tax audits; (xxiv) the expected impact of the Russia-Ukraine and Middle East conflicts and other geopolitical disputes on our business; (xxv) expected costs of the restructuring and business optimization plans; (xxvi) initiatives we establish and targets that we set related to corporate citizenship-related activities; (xxvii) divestitures and their expected impact; (xxviii) the implementation of or changes to global tariff regimes or other trade policies and the resulting uncertainty to the macroeconomic environment; (xxix) the expected impact of our share repurchase plan on our overall strategic capital allocation; and (xxx) other matters.

In addition, any statements or information that refer to expectations, beliefs, plans, projections, objectives, performance or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking, and based on our current expectations, forecasts and projections about the operating environment, economies and markets in which we operate. Forward-looking statements reflect our current estimates, beliefs and assumptions, which are based on management’s perception of historic trends, current conditions and expected future developments, as well as other factors it believes are appropriate in the circumstances. The forward-looking statements contained in this report are based on certain assumptions including the following: (i) countries continuing to implement and enforce existing and additional customs and security regulations relating to the provision of electronic information for imports and exports; (ii) our continued operation of a secure and reliable business network; (iii) the stability of general political, economic and market conditions; (iv) our ability to manage inflation, including increased labour costs associated with attracting and retaining employees, and volatile interest rates; (v) our continued ability to manage certain foreign currency risk through hedging; (vi) equity and debt markets continuing to provide us with access to capital; (vii) our continued ability to identify, source and finance attractive and executable business combination opportunities; (viii) our continued ability to avoid infringing third party intellectual property rights; and (ix) our ability to successfully implement our restructuring plans. Management’s estimates, beliefs and assumptions are inherently subject to significant business, economic, competitive and other uncertainties and contingencies regarding future events and, as such, are subject to change. We can give no assurance that such estimates, beliefs and assumptions will prove to be correct.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied by such forward-looking statements. The risks and uncertainties that may affect forward-looking statements include, but are not limited to: (i) our inability to realize successfully any anticipated synergy benefits from acquisitions; (ii) the actual and potential impacts of the use of cash and incurrence of indebtedness, including the granting of security interests related to such debt; (iii) the change in scope and size of our operations as a result of acquisitions or divestitures and risks relating to any

such acquisitions or divestitures and the impact of divestitures on our remaining business, including our agreement to divest an on-premise solution (eDOCS); (iv) the uncertainty around expectations related to the business prospects from potential acquisitions; (v) integration of acquisitions and related restructuring efforts, including the quantum of restructuring charges and the timing thereof; (vi) the possibility that we may be unable to successfully integrate the assets we acquire or fail to utilize such assets to their full capacity and not realize the benefits we expect from our acquired portfolios and businesses; (vii) the potential for the incurrence of or assumption of debt in connection with acquisitions, its impact on future operations and on the ratings or outlooks of rating agencies on our outstanding debt securities, the possibility of not being able to generate sufficient cash to service all indebtedness, and our ability to reduce our outstanding debt; (viii) the possibility that the Company may be unable to meet its future reporting requirements under the Exchange Act, and the rules promulgated thereunder, or applicable Canadian securities regulation; (ix) the risks associated with bringing new products and services to market; (x) fluctuations in currency exchange rates (including as a result of the impact of any policy changes resulting from trade and tariff disputes) and the impact of mark-to-market valuation relating to associated derivatives; (xi) delays in the purchasing decisions of the Company's customers; (xii) competition the Company faces in its industry and/or marketplace; (xiii) the final determination of litigation, tax audits (including tax examinations in Canada, the United States or elsewhere) and other legal proceedings; (xiv) potential exposure to greater than anticipated tax liabilities or expenses, including with respect to changes in Canadian, United States or international tax regimes; (xv) the possibility of technical, logistical or planning issues in connection with the deployment of the Company's products or services; (xvi) the continuous commitment of the Company's customers; (xvii) demand for the Company's products and services; (xviii) increase in exposure to international business risks including the impact of geopolitical instability, political unrest, war and other global conflicts, and other geopolitical tensions, including the Russia-Ukraine and Middle East conflicts, as we continue to increase our international operations; (xix) adverse macroeconomic conditions, such as potential increases or changes in global tariff policies and structures and the timing thereof, the effects of global relations, including escalating tensions, imposition of tariffs, retaliatory measures, restrictive regulations or boycotts, and other trade policies, inflation, disruptions in global supply chains and increased labour costs; (xx) inability to raise capital at all or on not unfavourable terms in the future; (xxi) downward pressure on our share price and dilutive effect of future sales or issuances of equity securities (including in connection with future acquisitions); and (xxii) potential changes in ratings or outlooks of rating agencies on our outstanding debt securities. Other factors that may affect forward-looking statements include, but are not limited to: (i) the future performance, financial and otherwise, of the Company; (ii) the ability of the Company to bring new products and services to market and to increase sales; (iii) the strength of the Company's product development pipeline; (iv) failure to secure and protect patents, trademarks and other proprietary rights; (v) infringement of third-party proprietary rights triggering indemnification obligations and resulting in significant expenses or restrictions on our ability to provide our products or services; (vi) failure to comply with privacy laws and regulations that are extensive, open to various interpretations and complex to implement; (vii) the Company's growth and other profitability prospects; (viii) the estimated size and growth prospects of the Information Management market; (ix) the Company's competitive position in the Information Management market and its ability to take advantage of future opportunities in this market; (x) the benefits of the Company's products and services to be realized by customers; (xi) the demand for the Company's products and services and the extent of deployment of the Company's products and services in the Information Management marketplace; (xii) the Company's financial condition and capital requirements; (xiii) system or network failures or information security, cybersecurity or other data breaches in connection with the Company's offerings or the information technology systems used by the Company generally, the risk of which may be increased during times of natural disaster or pandemic due to remote working arrangements; (xiv) the integration of AI and other machine learning into some of our products, systems or solutions; (xv) failure to achieve any corporate citizenship-related targets we set; (xvi) failure to attract and retain key personnel to develop and effectively manage the Company's business, including the search for a permanent CEO; (xvii) the ability of the Company's subsidiaries to make distributions to the Company; and (xviii) increased attention from shareholders, governments, customers and other key relationships regarding our corporate citizenship practices and increased regulatory scrutiny of such practices and related disclosures, which could impact our business activities, financial performance and reputation.

Readers should carefully review Part II, Item 1A "Risk Factors" herein and the Company's Annual Report on Form 10-K, including Part I, Item 1A "Risk Factors" therein, Quarterly Reports on Form 10-Q, including Item 1A therein and other documents we file from time to time with the Securities and Exchange Commission (SEC) and other securities regulators. A number of factors may materially affect our business, financial condition, operating results and prospects. These factors include but are not limited to those set forth in Part II, Item 1A "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q and in the Company's Annual Report on Form 10-K. Any one of these factors, and other factors that we are unaware of, or currently deem immaterial, may cause our actual results to differ materially from recent results or from our anticipated future results. Readers are cautioned not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. Unless otherwise required by applicable securities laws, the Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The following MD&A is intended to help readers understand our results of operations and financial condition, and is provided as a supplement to, and should be read in conjunction with, our Condensed Consolidated Financial Statements and the accompanying Notes to our Condensed Consolidated Financial Statements under Part I, Item 1 of this Quarterly Report on Form 10-Q.

All dollar and percentage comparisons made herein refer to the three months ended September 30, 2025, compared with the three months ended September 30, 2024, unless otherwise noted.

Where we say “we”, “us”, “our”, “OpenText” or “the Company”, we mean Open Text Corporation or Open Text Corporation and its subsidiaries, as applicable.

EXECUTIVE OVERVIEW

At OpenText, we believe information and knowledge make business and people better. We are an Information Management company that provides software and services that empower digital businesses of all sizes to become more intelligent, connected, secure and responsible. Our innovations maximize the strategic benefits of data and content for our customers, strengthening their productivity, growth and competitive advantage.

Our comprehensive Information Management platform and services provide secure and scalable solutions for global companies, small and medium-sized businesses (SMBs), governments and consumers around the world. We have a complete and integrated portfolio of Information Management solutions delivered at scale in the OpenText Cloud, helping organizations master modern work, automate application delivery and modernization, and optimize their digital supply chains. To do this, we bring together our seven product categories (previously referred to as business clouds): Content, Business Network, IT Operations Management (ITOM, also known as Observability and Service Management), Cybersecurity (Enterprise), Cybersecurity (SMB & Consumer), Application Delivery Management (ADM, also known as DevOps and previously named as Application Automation) and Analytics. We also accelerate information modernization with intelligent tools and services for moving off paper, automating classification and building clean data lakes for AI, analytics and automation.

We are fundamentally integrated into the parts of our customers’ businesses that matter, so they can securely manage the complexity of information flow end to end. Through automation and AI, we connect, synthesize and deliver information where it is needed to drive new efficiencies, experiences and insights. We make information more valuable by connecting it to digital business processes, enriching it with analytics, protecting and securing it throughout its entire lifecycle, and leveraging it to create engaging experiences for employees, suppliers, developers, partners, and customers. Our solutions connect large digital supply chains, information technology (IT) service management ecosystems, application development and delivery workflows, and processes in many industries including manufacturing, healthcare and life sciences, energy, retail and financial services. Our solutions also enable organizations and consumers to secure their information so that they can collaborate with confidence, stay ahead of the regulatory technology curve and identify threats across their endpoints and networks. With a multi-layered security approach, we have a wide range of OpenText Cybersecurity solutions that power and protect at the data management layer, at the infrastructure and application layers, at the code, and at the edge, offering insights and threat intelligence across it all.

Our initial public offering was on the NASDAQ in 1996 and we were subsequently listed on the Toronto Stock Exchange (TSX) in 1998. Our ticker symbol on both the NASDAQ and the TSX is “OTEX.”

As of September 30, 2025, we employed a total of approximately 21,200 individuals. Of the total 21,200 individuals we employed as of September 30, 2025, approximately 7,300 or 34% are in the Americas, 4,800 or 23% are in EMEA and 9,100 or 43% are in Asia Pacific. Currently, we have employees in 42 countries enabling strong access to multiple talent pools while ensuring reach and proximity to our customers. See “Results of Operations” below for our definitions of geographic regions.

Quarterly Summary:

During the first quarter of Fiscal 2026, we saw the following activity as compared to the first quarter of Fiscal 2025:

- Total revenue was \$1,288.1 million, up 1.5% compared to the same period in the prior fiscal year; down 0.6% after factoring in the favourable impact of \$27.3 million of foreign exchange rate changes. Total revenue was up driven by increases in the Content, Business Network, Cybersecurity (Enterprise) and ADM product categories, partly offset by a decrease in the ITOM, Cybersecurity (SMB & Consumer), and Analytics product categories.
- Total annual recurring revenue, which we define as the sum of cloud services and subscriptions revenue and customer support revenue, was \$1,071.4 million, up 1.8% compared to the same period in the prior fiscal year; down 0.3% after factoring in the favourable impact of \$22.4 million of foreign exchange rate changes.
- Cloud services and subscriptions revenue was \$484.5 million, up 6.0% compared to the same period in the prior fiscal year; up 4.2% after factoring in the favourable impact of \$8.2 million of foreign exchange rate changes.

- GAAP-based gross margin was 72.8% compared to 71.7% in the same period in the prior fiscal year.
- Non-GAAP-based gross margin was 76.5% compared to 75.8% in the same period in the prior fiscal year.
- GAAP-based net income attributable to OpenText was \$146.6 million compared to \$84.4 million in the same period in the prior fiscal year.
- Non-GAAP-based net income attributable to OpenText was \$266.3 million compared to \$248.8 million in the same period in the prior fiscal year.
- GAAP-based earnings per share (EPS), diluted, was \$0.58 compared to \$0.32 in the same period in the prior fiscal year.
- Non-GAAP-based EPS, diluted, was \$1.05 compared to \$0.93 the same period in the prior fiscal year.
- Adjusted EBITDA, a non-GAAP measure, was \$467.4 million compared to \$443.8 million in the same period in the prior fiscal year.
- Operating cash flow was \$147.8 million for the three months ended September 30, 2025 compared to \$(77.8) million in the same period in the prior fiscal year, up 289.9%.
- Cash and cash equivalents were \$1,087.1 million as of September 30, 2025, compared to \$1,156.5 million as of June 30, 2025.
- Enterprise cloud bookings were \$160.4 million, compared to \$133.5 million in the same period in the prior fiscal year. We define Enterprise cloud bookings as the total value from cloud services and subscriptions contracts entered into in the period that are new, committed and incremental to our existing contracts, entered into with our enterprise-based customers.
- During the three months ended September 30, 2025, we repurchased and cancelled 3,156,323 Common Shares for \$102.0 million, inclusive of 2% Canadian excise taxes recorded (2,649,131 for \$86.5 million in the three months ended September 30, 2024).

See “Use of Non-GAAP Financial Measures” below for definitions and reconciliations of GAAP-based measures to Non-GAAP-based measures. See “Acquisitions” below for the impact of acquisitions on the period-to-period comparability of results.

Business Update

On August 11, 2025, the Company appointed James McGourlay as Interim Chief Executive Officer (CEO). Mr. McGourlay has been with the Company for more than 25 years and has held senior roles in sales, customer operations, IT, technical support, product support and special projects. To support the executive leadership team during the transition period, the Company established an Executive Committee chaired by P. Thomas Jenkins, Executive Chair and Chief Strategy Officer. The Committee includes Mr. McGourlay, Interim CEO, Paul Duggan, President & Chief Customer Officer, Todd Cione, President, Worldwide Sales, Cosmin Balota, Chief Accounting Officer and Michael Acedo, Executive Vice President, Chief Legal Officer and Corporate Secretary. As of November 5, 2025, the Board’s CEO Search Committee continues to search to identify a permanent chief executive officer.

Following the departure of the Company’s former Chief Financial Officer on August 15, 2025, Cosmin Balota, Senior Vice President and Chief Accounting Officer, assumed the responsibilities of interim Chief Financial Officer until October 6, 2025. Effective October 6, 2025, the Company appointed Steve Rai as Executive Vice President and Chief Financial Officer. Mr. Rai has more than 30 years of global finance experience and has held senior leadership positions within the technology industry, including serving as Chief Financial Officer of BlackBerry Limited, where he was responsible for overseeing the company’s financial transformation and operational restructuring.

Acquisitions and Divestitures

As a result of the continually changing marketplace in which we operate and our strategic objectives, we regularly evaluate acquisition and divestiture opportunities within our market and at any time may be in various stages of discussions with respect to such opportunities.

Proposed Divestiture of eDOCS

On October 2, 2025 the Company reached a definitive agreement to divest an on-premise solution (eDOCS), a part of its Analytics product category, to NetDocuments, for \$163.0 million in cash before taxes, fees and other adjustments. The transaction remains subject to customary approvals and closing conditions and is expected to close by early calendar year 2026. Refer to Note 17 “Acquisitions and Divestitures” to our Condensed Consolidated Financial Statements for more information.

Impacts of Geopolitical Conflicts and Diplomatic Tensions

We continue to monitor the geopolitical conflicts and diplomatic tensions around the world, including the Russia-Ukraine and Middle East conflicts. We have ceased all direct business in Russia and Belarus. We continue to operate our Israeli-based business and support our employees in the region. While our operations within these locations are not material and we do not expect these geopolitical conflicts to have a material adverse effect on our overall business, results of operations or financial condition, it is not possible to predict the broader consequences or broader expansion of these conflicts, including adverse effects on the global economy, on our business and operations as well as those of our customers, partners and third party service providers. See also “Outlook for Remainder of Fiscal 2026” for significant tariff and trade developments. For more information, see Part I, Item 1A “Risk Factors” and Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report on Form 10-K for Fiscal 2025.

Outlook for Remainder of Fiscal 2026

Financial Outlook

As of November 5, 2025, the Company maintains its full year Fiscal 2026 outlook, which remains as follows:

Metrics	Fiscal 2026 Growth
Total Revenues	1% to 2%
Total Cloud services and subscriptions revenues	3% to 4%
Adjusted EBITDA Margin	50 bps to 100 bps
Free Cash Flows	17% to 20%
Enterprise Cloud Bookings	12% to 16%

The forward-looking measures and the underlying assumptions involve significant known and unknown risks and uncertainties, and actual results may vary materially. The Company does not present a reconciliation of the forward-looking non-GAAP financial measure, Adjusted EBITDA (as defined below), to the most directly comparable GAAP financial measure because it is impractical to forecast certain items without unreasonable efforts due to the uncertainty and inherent difficulty of predicting, within a reasonable range, the occurrence and financial impact of and the periods in which such items may be recognized.

Refer to Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for Fiscal 2025 for the Company’s full year Fiscal 2026 outlook.

Strategic Priorities

We continue to focus on our three strategic priorities: expanding our competitive advantage, driving total revenue growth and achieving operational excellence. To expand our competitive advantage, we continue to advance our AI-first Information Management offerings, which are well positioned for Agentic AI, through ongoing investment and cloud-native innovations which will further enhance our products. In pursuing total revenue growth, we remain committed to organic initiatives and programmatic approach to growth through tuck-in acquisitions and divestitures to best align capital with the highest return opportunities. As part of this effort, we are reviewing portfolio-shaping opportunities, including potential redeployment of capital from non-core assets to enhance focus on our core Information Management for AI Business and support long-term shareholder returns. On operational excellence, we are focused on expanding profitability, free cash flows and capital return to support our innovation and capital allocation priorities. Refer to Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for Fiscal 2025 for additional information.

Business Optimization Plan

As previously announced, our Business Optimization Plan was designed to support strategic initiatives, integration and simplification efforts following the acquisition of Micro Focus International Limited (the Micro Focus Acquisition), the sale of the Company’s Application Modernization and Connectivity (AMC) business (the AMC Divestiture) and AI-first innovation and growth plans.

As of September 30, 2025, we have incurred \$140.2 million of the total expected costs of up to approximately \$260.0 million. These costs primarily related to workforce reduction driven by automation, centralization, and simplification, as well as associated real estate footprint reductions globally.

The Business Optimization Plan along with other savings initiatives, when fully implemented, is expected to generate total annualized savings of approximately \$490.0 million to \$550.0 million. The Company has realized approximately 35% of these savings during Fiscal 2025 and expects to realize an additional 35% in Fiscal 2026, with the balance thereafter. The entire business optimization plan is expected to be substantially completed by the second quarter of Fiscal 2027. See Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for Fiscal 2025.

Additional Considerations

We conduct business globally and are subject to a complex and evolving international trade environment. Recent trade tensions among major economies, including the United States, Canada, China, the European Union and others, have led to the dissolution of trade agreements and the imposition of tariffs and other restrictive measures. These tariffs and other restrictive measures do not currently target digital goods and services, including software, services, intangibles or other digital services; however, we cannot predict future trade policy or tariffs, including whether such digital goods and services will be subject to any form of tariffs or other restrictions in the future, or the timing of any impacts thereof. We also cannot predict the impact that such tariffs and other restrictive measures will have on the macroeconomic environment or our customers, which could adversely impact our business and our results of operations.

We will continue to closely monitor the potential impacts of changes in global tariff policies and structures and other trade policies, or related impacts on the global economy arising from the current geopolitical climate, such as inflation with respect to wages, services and goods, concerns regarding any potential recession, volatile interest rates, financial market volatility, or other impacts from the Russia-Ukraine and Middle East conflicts and other geopolitical disputes on our business. See Part II, Item 1A “Risk Factors” herein and Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for Fiscal 2025.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates, judgments and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements. These estimates, judgments and assumptions are evaluated on an ongoing basis. We base our estimates on historical experience and on various other assumptions that we believe are reasonable at that time. Actual results may differ materially from those estimates. The policies listed below are areas that may contain key components of our results of operations and are based on complex rules requiring us to make judgments and estimates and consequently, we consider these to be our critical accounting policies. Some of these accounting policies involve complex situations and require a higher degree of judgment, either in the application and interpretation of existing accounting literature or in the development of estimates that affect our financial statements. The critical accounting policies which we believe are the most important to aid in fully understanding and evaluating our reported financial results include the following:

- (i) Revenue recognition,
- (ii) Goodwill,
- (iii) Acquired intangibles, and
- (iv) Income taxes.

For a full discussion of all our accounting policies, see Note 2 “Accounting Policies and Recent Accounting Pronouncements” to the Consolidated Financial Statements included in our Annual Report on Form 10-K for Fiscal 2025.

RESULTS OF OPERATIONS

The following tables provide a detailed analysis of our results of operations and financial condition. For each of the periods indicated below, we present our revenues by product type, revenues by major geography, cost of revenues by product type, total gross margin, total operating margin, gross margin by product type, and their corresponding percentage of total revenue.

In addition, we provide Non-GAAP measures for the periods discussed to provide additional information to investors that we believe will be useful as this presentation aligns with how our management assesses our Company’s performance. See “Use of Non-GAAP Financial Measures” below for a reconciliation of GAAP-based measures to Non-GAAP-based measures.

Transition Services Agreement

On May 1, 2024, the Company completed the sale of its AMC business to Rocket Software, Inc. (Rocket Software). The AMC business was comprised of the legacy OpenText connectivity business and the legacy Micro Focus AMC business. In connection with the AMC Divestiture, we entered into a Transition Services Agreement (TSA) with Rocket Software, whereby we agreed to provide certain transition services to Rocket Software for up to 24 months from the closing date. These transition service costs were reimbursable by Rocket Software. The following table illustrates the financial statement impact of these TSA reimbursements for the three months ended September 30, 2024 which were recorded as an offset to the respective costs incurred, within our Condensed Consolidated Statements of Income. All transition services pursuant to the TSA were completed as of June 30, 2025.

(In thousands)	Three Months Ended September 30,	
	2024	
Professional service and other cost of revenue	\$	168
Customer support cost of revenue		750
Research and development		382
Sales and marketing		1,381
General and administrative		11,838
Total	\$	14,518

Summary of Results of Operations

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
<i>Total Revenues by Product Type:</i>			
Cloud services and subscriptions	\$ 484,509	\$ 27,485	\$ 457,024
Customer support	586,845	(8,645)	595,490
License	134,548	8,735	125,813
Professional service and other	82,233	(8,445)	90,678
Total revenues	1,288,135	19,130	1,269,005
<i>Total Cost of Revenues</i>	350,619	(8,028)	358,647
<i>Total GAAP-based Gross Profit</i>	937,516	27,158	910,358
<i>Total GAAP-based Gross Margin %</i>	72.8 %		71.7 %
<i>Total GAAP-based Operating Expenses</i>	667,567	(36,549)	704,116
<i>Total GAAP-based Income from Operations</i>	\$ 269,949	\$ 63,707	\$ 206,242
<i>% Revenues by Product Type:</i>			
Cloud services and subscriptions	37.6 %		36.0 %
Customer support	45.6 %		46.9 %
License	10.4 %		9.9 %
Professional service and other	6.4 %		7.2 %
<i>Total Cost of Revenues by Product Type:</i>			
Cloud services and subscriptions	\$ 172,217	\$ (3,040)	\$ 175,257
Customer support	64,064	1,490	62,574
License	7,096	439	6,657
Professional service and other	63,038	(3,877)	66,915
Amortization of acquired technology-based intangible assets	44,204	(3,040)	47,244
Total cost of revenues	\$ 350,619	\$ (8,028)	\$ 358,647
<i>% GAAP-based Gross Margin by Product Type:</i>			
Cloud services and subscriptions	64.5 %		61.7 %
Customer support	89.1 %		89.5 %
License	94.7 %		94.7 %
Professional service and other	23.3 %		26.2 %
<i>Total Revenues by Geography: ⁽¹⁾</i>			
Americas ⁽²⁾	\$ 733,576	\$ 5,333	\$ 728,243
EMEA ⁽³⁾	438,802	19,571	419,231
Asia Pacific ⁽⁴⁾	115,757	(5,774)	121,531
Total revenues	\$ 1,288,135	\$ 19,130	\$ 1,269,005
<i>% Revenues by Geography:</i>			
Americas ⁽²⁾	56.9 %		57.4 %
EMEA ⁽³⁾	34.1 %		33.0 %
Asia Pacific ⁽⁴⁾	9.0 %		9.6 %
<i>Other Metrics:</i>			
GAAP-based gross margin	72.8 %		71.7 %
Non-GAAP-based gross margin ⁽⁵⁾	76.5 %		75.8 %
Net income attributable to OpenText	\$ 146,616		\$ 84,368
GAAP-based EPS, diluted	\$ 0.58		\$ 0.32
Non-GAAP-based EPS, diluted ⁽⁵⁾	\$ 1.05		\$ 0.93
Adjusted EBITDA ⁽⁵⁾	\$ 467,411		\$ 443,801

(1) Total revenues by geography are determined based on the location of our direct end customer.

(2) Americas consists of countries in North, Central and South America.

(3) EMEA consists of countries in Europe, the Middle East and Africa.

(4) Asia Pacific primarily consists of Australia, Japan, Singapore, India and China.

(5) See "Use of Non-GAAP Financial Measures" (discussed later in this MD&A) for definitions and reconciliations of GAAP-based measures to Non-GAAP-based measures.

Revenues, Cost of Revenues and Gross Margin by Product Type

1) Cloud Services and Subscriptions:

Cloud services and subscriptions revenues are from hosting arrangements where in connection with the licensing of software, the end user does not take possession of the software, as well as from end-to-end fully outsourced business-to-business integration solutions to our customers (collectively referred to as cloud arrangements). The software application resides on our hardware or that of a third party, and the customer accesses and uses the software on an as-needed basis via an identified line. Our cloud arrangements can be broadly categorized as platform as a service, software as a service, cloud subscriptions and managed services. For the quarter ended September 30, 2025, our cloud net renewal rate, excluding the impact of Carbonite Inc. and Zix Corporation, increased to 96%, compared to 94% for the quarter ended September 30, 2024.

Cost of Cloud services and subscriptions revenues is comprised primarily of third-party network usage fees, maintenance of in-house data hardware centers, technical support personnel-related costs and some third party royalty costs.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
<i>Cloud Services and Subscriptions:</i>			
Americas	\$ 341,147	\$ 8,470	\$ 332,677
EMEA	114,483	19,070	95,413
Asia Pacific	28,879	(55)	28,934
Total Cloud Services and Subscriptions Revenues	484,509	27,485	457,024
Cost of Cloud Services and Subscriptions Revenues	172,217	(3,040)	175,257
GAAP-based Cloud Services and Subscriptions Gross Profit	\$ 312,292	\$ 30,525	\$ 281,767
GAAP-based Cloud Services and Subscriptions Gross Margin %	64.5 %		61.7 %
<i>% Cloud Services and Subscriptions Revenues by Geography:</i>			
Americas	70.4 %		72.8 %
EMEA	23.6 %		20.9 %
Asia Pacific	6.0 %		6.3 %

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Cloud services and subscriptions revenues increased by \$27.5 million or 6.0% during the three months ended September 30, 2025, as compared to the same period in the prior fiscal year; up 4.2% after factoring in the favourable impact of \$8.2 million of foreign exchange rate changes. The change was primarily driven by increases in the Content, Business Network, ADM and ITOM product categories, partly offset by a decrease in the Cybersecurity (SMB & Consumer) and Analytics product categories. Geographically, the overall change was attributable to an increase in EMEA of \$19.1 million, an increase in Americas of \$8.5 million, and a decrease in Asia Pacific of \$0.1 million.

There were 33 cloud services contracts greater than \$1.0 million that closed during the first quarter of Fiscal 2026, compared to 23 contracts during the first quarter of Fiscal 2025.

Cost of Cloud services and subscriptions revenues decreased by \$3.0 million during the three months ended September 30, 2025, as compared to the same period in the prior fiscal year. This was primarily due to a decrease in labour-related costs of \$4.4 million, partially offset by an increase in third-party network usage fees of \$2.0 million. Overall, the gross margin percentage on Cloud services and subscriptions revenues increased to 64% from 62%.

2) Customer Support:

Customer support revenues consist of revenues from our customer support and maintenance agreements. These agreements allow our customers to receive technical support, enhancements and upgrades to new versions of our software products when available. Customer support revenues are generated from support and maintenance relating to current year sales of software products and from the renewal of existing maintenance agreements for software licenses sold in prior periods. Therefore, changes in Customer support revenues do not always correlate directly to the changes in license revenues from period to period. The terms of support and maintenance agreements are typically twelve months, and are renewable, generally on an annual basis, at the option of the customer. Our management reviews our customer support renewal rates on a quarterly basis, and we use these rates as a method of monitoring our customer service performance. For the quarter ended September 30, 2025, our customer support net renewal rate remained stable at 91% as compared to the quarter ended September 30, 2024.

Cost of Customer support revenues is comprised primarily of technical support personnel and related costs, as well as third party royalty costs.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
<u>Customer Support Revenues:</u>			
Americas	\$ 293,162	\$ (16,265)	\$ 309,427
EMEA	237,668	10,495	227,173
Asia Pacific	56,015	(2,875)	58,890
Total Customer Support Revenues	586,845	(8,645)	595,490
Cost of Customer Support Revenues	64,064	1,490	62,574
GAAP-based Customer Support Gross Profit	\$ 522,781	\$ (10,135)	\$ 532,916
GAAP-based Customer Support Gross Margin %	89.1 %		89.5 %

<u>% Customer Support Revenues by Geography:</u>		
Americas	50.0 %	52.0 %
EMEA	40.5 %	38.1 %
Asia Pacific	9.5 %	9.9 %

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Customer support revenues decreased by \$8.6 million or 1.5% during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year; down 3.8% after factoring in the favourable impact of \$14.2 million of foreign exchange rate changes. Geographically, the overall change was attributable to a decrease in Americas of \$16.3 million and a decrease in Asia Pacific of \$2.9 million, partially offset by an increase in EMEA of \$10.5 million.

Cost of Customer support revenues increased by \$1.5 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year. This was primarily due to an increase in labour-related costs of \$2.4 million, partially offset by a decrease in third-party network usage fees of \$0.8 million, as compared to the same period in the prior fiscal year. Overall, the gross margin percentage on Customer support revenues remained stable at 89%.

3) License:

Our License revenue can be broadly categorized as perpetual licenses, term licenses and subscription licenses. Our License revenues are impacted by the strength of general economic and industry conditions, the competitive strength of our software products, and our acquisitions. Cost of License revenues consists primarily of royalties payable to third parties.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
<u>License Revenues:</u>			
Americas	\$ 72,103	\$ 20,547	\$ 51,556
EMEA	43,806	(8,705)	52,511
Asia Pacific	18,639	(3,107)	21,746
Total License Revenues	134,548	8,735	125,813
Cost of License Revenues	7,096	439	6,657
GAAP-based License Gross Profit	\$ 127,452	\$ 8,296	\$ 119,156
GAAP-based License Gross Margin %	94.7 %		94.7 %

<u>% License Revenues by Geography:</u>		
Americas	53.6 %	41.0 %
EMEA	32.6 %	41.7 %
Asia Pacific	13.8 %	17.3 %

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

License revenues increased by \$8.7 million or 6.9% during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year; up 5.2% after factoring in the favourable impact of \$2.2 million of foreign exchange rate changes. Geographically, the overall change was attributable to an increase in Americas of \$20.5 million, partially offset by a decrease in EMEA of \$8.7 million, and a decrease in Asia Pacific of \$3.1 million.

During the first quarter of Fiscal 2026, we closed 40 license contracts greater than \$0.5 million, of which 9 contracts were greater than \$1.0 million, contributing \$56.1 million of License revenues. This was compared to 39 license contracts greater than \$0.5 million during the first quarter of Fiscal 2025, of which 15 contracts were greater than \$1.0 million, contributing \$39.6 million of License revenues.

Cost of License revenues increased by \$0.4 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year. Overall, the gross margin percentage on License revenues remained stable at 95%.

4) *Professional Service and Other:*

Professional service and other revenues consist of revenues from consulting contracts and contracts to provide implementation, training and integration services (professional services). Other revenues consist of hardware revenues, which are included within the “Professional service and other” category because they are relatively immaterial to our service revenues. Professional services are typically performed after the purchase of new software licenses. Professional service and other revenues can vary from period to period based on the type of engagements as well as those implementations that are assumed by our partner network.

Cost of Professional service and other revenues consists primarily of the costs of providing integration, configuration and training with respect to our various software products. The most significant components of these costs are personnel-related expenses, travel costs and third-party subcontracting.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
<i>Professional Service and Other Revenues:</i>			
Americas	\$ 27,164	\$ (7,419)	\$ 34,583
EMEA	42,845	(1,289)	44,134
Asia Pacific	12,224	263	11,961
Total Professional Service and Other Revenues	82,233	(8,445)	90,678
Cost of Professional Service and Other Revenues	63,038	(3,877)	66,915
GAAP-based Professional Service and Other Gross Profit	\$ 19,195	\$ (4,568)	\$ 23,763
GAAP-based Professional Service and Other Gross Margin %	23.3 %		26.2 %
<i>% Professional Service and Other Revenues by Geography:</i>			
Americas	33.0 %		38.1 %
EMEA	52.1 %		48.7 %
Asia Pacific	14.9 %		13.2 %

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Professional service and other revenues decreased by \$8.4 million or 9.3% during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year; down 12.2% after factoring in the favourable impact of foreign exchange rate changes. Geographically, the overall change was attributable to a decrease in Americas of \$7.4 million and a decrease in EMEA of \$1.3 million, partially offset by an increase in Asia Pacific of \$0.3 million.

Cost of Professional service and other revenues decreased by \$3.9 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year. This was primarily due to a decrease in labour-related costs of \$4.3 million. Overall, the gross margin percentage on Professional service and other revenues decreased to 23% from 26%.

Amortization of Acquired Technology-based Intangible Assets

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Amortization of acquired technology-based intangible assets	\$ 44,204	\$ (3,040)	\$ 47,244

Amortization of acquired technology-based intangible assets decreased during the three months ended September 30, 2025 by \$3.0 million as compared to the same period in the prior fiscal year. This was primarily due to a reduction in amortization related to technology-based intangible assets from previous acquisitions becoming fully amortized.

Operating Expenses

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Research and development	\$ 169,128	\$ (21,565)	\$ 190,693
Sales and marketing	257,055	11,173	245,882
General and administrative	105,763	(967)	106,730
Depreciation	35,921	3,750	32,171
Amortization of acquired customer-based intangible assets	79,561	(1,943)	81,504
Special charges (recoveries)	20,139	(26,997)	47,136
Total operating expenses	\$ 667,567	\$ (36,549)	\$ 704,116
% of Total Revenues:			
Research and development	13.1 %		15.0 %
Sales and marketing	20.0 %		19.4 %
General and administrative	8.2 %		8.4 %
Depreciation	2.8 %		2.5 %
Amortization of acquired customer-based intangible assets	6.2 %		6.4 %
Special charges (recoveries)	1.6 %		3.7 %

Research and development expenses consist primarily of payroll and payroll-related benefits expenses, contracted research and development expenses, and facility costs. Research and development enables organic growth and improves product stability and functionality, and accordingly, we dedicate extensive efforts to update and upgrade our product offerings. The primary drivers are typically software upgrades and development.

(In thousands)	Change between Three Months Ended September 30, 2025 and 2024	
	increase (decrease)	
Payroll and payroll-related benefits	\$	(13,189)
Contract labour and consulting		(3,777)
Share-based compensation		(4,559)
Travel and communication		100
Facilities		(27)
Other miscellaneous		(113)
Total change in research and development expenses	\$	(21,565)

Research and development expenses decreased by \$21.6 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year, primarily from restructuring and other cost savings initiatives. Payroll and payroll-related benefits, which is comprised of salaries, benefits and variable short-term incentives, decreased by \$13.2 million, share-based compensation expense decreased by \$4.6 million, and contract labour and consulting expense decreased by \$3.8 million. Overall, our research and development expenses, as a percentage of total revenues, decreased to 13% down from 15% in the same period in the prior fiscal year.

Our research and development labour resources decreased by 397 employees, from 7,426 employees at September 30, 2024 to 7,029 employees at September 30, 2025.

Sales and marketing expenses consist primarily of personnel expenses and costs associated with advertising, marketing events and trade shows.

(In thousands)	Change between Three Months Ended September 30, 2025 and 2024	
	increase (decrease)	
Payroll and payroll-related benefits	\$	11,130
Commissions		2,269
Contract labour and consulting		154
Share-based compensation		(2,419)
Travel and communication		1,839
Marketing expenses		(801)
Facilities		(459)
Credit loss expense (recovery)		(236)
Other miscellaneous		(304)
Total change in sales and marketing expenses	\$	11,173

Sales and marketing expenses increased by \$11.2 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year, primarily from higher sales and marketing headcount. Payroll and payroll-related benefits, which is comprised of salaries, benefits and variable short-term incentives, increased by \$11.1 million, commissions increased by \$2.3 million and travel and communication expenses increased by \$1.8 million. These increases were partially offset by decreases in share-based compensation expense of \$2.4 million and marketing expenses of \$0.8 million. Overall, our sales and marketing expenses, as a percentage of total revenues, increased to 20% from 19%.

Our sales and marketing labour resources increased by 154 employees, from 3,922 employees at September 30, 2024 to 4,076 employees at September 30, 2025.

General and administrative expenses consist primarily of payroll and payroll related benefits expenses, related overhead, audit fees, other professional fees, contract labour and consulting expenses and public company costs.

(In thousands)	Change between Three Months Ended September 30, 2025 and 2024	
	increase (decrease)	
Payroll and payroll-related benefits	\$	(5,188)
Contract labour and consulting		4,135
Share-based compensation		(3,359)
Travel and communication		(267)
Facilities		3,634
Other miscellaneous		78
Total change in general and administrative expenses	\$	(967)

General and administrative expenses decreased by \$1.0 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year primarily from restructuring and other cost savings initiatives. Payroll-related benefits, which is comprised of salaries, benefits and variable short-term incentives, decreased by \$5.2 million and share-based compensation decreased by \$3.4 million, partially offset by increases in contract labour and consulting expenses of \$4.1 million and facility-related expenses of \$3.6 million. Overall, general and administrative expenses, as a percentage of total revenues, remained stable at 8% compared to same period in the prior fiscal year.

Our general and administrative labour resources decreased by 446 employees, from 3,242 employees at September 30, 2024 to 2,796 employees at September 30, 2025.

Depreciation expenses:

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Depreciation	\$ 35,921	\$ 3,750	\$ 32,171

Depreciation expenses increased during the three months ended September 30, 2025 by \$3.8 million compared to the same period in the prior fiscal year. Depreciation expenses, as a percentage of total revenues, remained stable for the three months ended September 30, 2025 at 3% as compared to the same period in the prior fiscal year.

Amortization of acquired customer-based intangible assets:

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Amortization of acquired customer-based intangible assets	\$ 79,561	\$ (1,943)	\$ 81,504

Amortization of acquired customer-based intangible assets decreased during the three months ended September 30, 2025 by \$1.9 million as compared to the same period in the prior fiscal year. This was due to a reduction in amortization related to customer-based intangible assets from previous acquisitions becoming fully amortized.

Special charges (recoveries):

Special charges (recoveries) typically relate to amounts that we expect to pay in connection with restructuring plans, acquisition and divestiture-related costs and other similar charges and recoveries. Generally, we implement such plans in the context of integrating acquired entities with existing OpenText operations. Actions related to such restructuring plans are typically completed within a period of one year. In certain limited situations, if the planned activity does not need to be implemented, or an expense lower than anticipated is paid out, we record a recovery of the originally recorded expense to Special charges (recoveries).

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Special charges (recoveries)	\$ 20,139	\$ (26,997)	\$ 47,136

Special charges (recoveries) decreased by \$27.0 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year. This was due to a decrease in restructuring costs of \$28.9 million, primarily related to the timing of Business Optimization Plan initiatives, and a decrease in divestiture costs of \$3.2 million, partially offset by an increase in other miscellaneous charges of \$5.9 million, as compared to the same period in the prior fiscal year.

For more details on Special charges (recoveries), see Note 16 “Special Charges (Recoveries)” to our Condensed Consolidated Financial Statements.

Other Income (Expense), Net

The components of other income (expense), net were as follows:

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Foreign exchange gains (losses)	\$ (13,155)	\$ (1,776)	\$ (11,379)
Unrealized gains (losses) on derivatives not designated as hedges ⁽¹⁾	7,843	32,778	(24,935)
OpenText share in net income (loss) of equity investees ⁽²⁾	2,417	1,962	455
Other miscellaneous income (expense)	(81)	(285)	204
Total other income (expense), net	\$ (2,976)	\$ 32,679	\$ (35,655)

- (1) Represents the unrealized gains (losses) on our derivatives not designated as hedges related to the Micro Focus Acquisition (see Note 15 “Derivative Instruments and Hedging Activities” to our Condensed Consolidated Financial Statements for more details).
- (2) Represents our share in net income (loss) of equity investees, which approximates fair value and is subject to volatility based on market trends and business conditions, based on our interest in certain investment funds in which we are a limited partner. Our interests in each of these investees range from 4% to below 20% and these investments are accounted for using the equity method (see Note 7 “Prepaid Expenses and Other Assets” to our Condensed Consolidated Financial Statements for more details).

Interest and Other Related Expense, Net

Interest and other related expense, net is primarily comprised of interest paid and accrued on our debt facilities, offset by interest income earned on our cash and cash equivalents.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Interest expense related to total outstanding debt ⁽¹⁾	\$ 84,723	\$ (8,960)	\$ 93,683
Interest income	(10,216)	4,342	(14,558)
Other miscellaneous expense ⁽²⁾	6,607	1,450	5,157
Total interest and other related expense, net	<u>\$ 81,114</u>	<u>\$ (3,168)</u>	<u>\$ 84,282</u>

(1) For more details, see Note 9 “Long-Term Debt” to our Condensed Consolidated Financial Statements.

(2) Other miscellaneous expense primarily consists of the amortization of debt discount and the debt issuance costs. For more details, see Note 9 “Long-Term Debt” to our Condensed Consolidated Financial Statements.

Provision for Income Taxes

We operate in several tax jurisdictions and are exposed to various foreign tax rates.

(In thousands)	Three Months Ended September 30,		
	2025	Change increase (decrease)	2024
Provision for income taxes	\$ 39,199	\$ 37,316	\$ 1,883

The Company’s effective tax rate for the three months ended September 30, 2025 was 21.1%, compared to a provision of 2.2% for the three months ended September 30, 2024. The Company’s effective tax rate for the three months ended September 30, 2025, differs from the Canadian federal and provincial statutory rate of 26.5% primarily due to tax benefits related to foreign tax credits, research and development credits, and changes in unrecognized tax benefits, partially offset by foreign source income inclusion in the U.S. and withholding taxes.

The Company’s effective tax rate for the three months ended September 30, 2024 differs from the Canadian statutory rate primarily due to tax benefits related to foreign tax credits, research and development credits, changes in unrecognized tax benefits, and differences in tax filings from provision, partially offset by disallowed share based compensation deductions, foreign source income inclusion in the U.S., and withholding taxes.

On July 4, 2025, the One Big Beautiful Bill Act (OBBBA) was enacted in the U.S., introducing amendments to U.S. tax laws with various effective dates. Key income tax-related provisions of the OBBBA include provisions related to bonus depreciation, research and development expenditures, interest expense deductibility, and revisions to international tax regimes. The changes had an immaterial impact to the Company’s tax provision for the period ended September 30, 2025.

For information on certain potential tax contingencies, including the CRA matter, see Note 12 “Guarantees and Contingencies” and Note 13 “Income Taxes” to our Condensed Consolidated Financial Statements, as well as Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for Fiscal 2025.

Use of Non-GAAP Financial Measures

In addition to reporting financial results in accordance with U.S. GAAP, the Company provides certain financial measures that are not in accordance with U.S. GAAP (Non-GAAP). These Non-GAAP financial measures have certain limitations in that they do not have a standardized meaning and thus the Company's definition may be different from similar Non-GAAP financial measures used by other companies and/or analysts and may differ from period to period. Thus, it may be more difficult to compare the Company's financial performance to that of other companies. However, the Company's management compensates for these limitations by providing the relevant disclosure of the items excluded in the calculation of these Non-GAAP financial measures both in its reconciliation to the U.S. GAAP financial measures and its Condensed Consolidated Financial Statements, all of which should be considered when evaluating the Company's results.

The Company uses these Non-GAAP financial measures to supplement the information provided in its Condensed Consolidated Financial Statements, which are presented in accordance with U.S. GAAP. The presentation of Non-GAAP financial measures is not meant to be a substitute for financial measures presented in accordance with U.S. GAAP, but rather should be evaluated in conjunction with and as a supplement to such U.S. GAAP measures. OpenText strongly encourages investors to review its financial information in its entirety and not to rely on a single financial measure. The Company therefore believes that despite these limitations, it is appropriate to supplement the disclosure of the U.S. GAAP measures with certain Non-GAAP measures defined below.

Non-GAAP-based net income and Non-GAAP-based EPS, attributable to OpenText, are consistently calculated as GAAP-based net income or earnings (loss) per share, attributable to OpenText, on a diluted basis, excluding the effects of the amortization of acquired intangible assets, other income (expense), share-based compensation, and special charges (recoveries), all net of tax and any tax benefits/expense items unrelated to current period income, as further described in the tables below. Non-GAAP-based gross profit is the arithmetical sum of GAAP-based gross profit and the amortization of acquired technology-based intangible assets and share-based compensation within cost of sales. Non-GAAP-based gross margin is calculated as Non-GAAP-based gross profit expressed as a percentage of total revenue. Non-GAAP-based income from operations is calculated as GAAP-based income from operations, excluding the amortization of acquired intangible assets, special charges (recoveries), and share-based compensation expense.

Adjusted EBITDA is defined and calculated as GAAP-based net income, attributable to OpenText, excluding interest income (expense), provision for (recovery of) income taxes, depreciation and amortization of acquired intangible assets, other income (expense), share-based compensation and special charges (recoveries). Adjusted EBITDA margin is calculated as Adjusted EBITDA expressed as a percentage of total revenue.

Free cash flows is defined and calculated as GAAP-based cash flows provided by operating activities less capital expenditures.

The Company's management believes that the presentation of the above defined Non-GAAP financial measures provides useful information to investors because they portray the financial results of the Company before the impact of certain non-operational charges. The use of the term "non-operational charge" is defined for this purpose as an expense that does not impact the ongoing operating decisions taken by the Company's management. These items are excluded based upon the way the Company's management evaluates the performance of the Company's business for use in the Company's internal reports and are not excluded in the sense that they may be used under U.S. GAAP.

The Company does not acquire businesses on a predictable cycle, and therefore believes that the presentation of Non-GAAP measures, which in certain cases adjust for the impact of amortization of intangible assets and the related tax effects that are primarily related to acquisitions, will provide readers of financial statements with a more consistent basis for comparison across accounting periods and be more useful in helping readers understand the Company's operating results and underlying operational trends. Additionally, the Company has engaged in various restructuring activities over the past several years, primarily due to acquisitions and most recently in response to our return to office planning, that have resulted in costs associated with reductions in headcount, consolidation of leased facilities and related costs, all which are recorded under the Company's Special charges (recoveries) caption on the Condensed Consolidated Statements of Income. Each restructuring activity is a discrete event based on a unique set of business objectives or circumstances, and each differs in terms of its operational implementation, business impact and scope, and the size of each restructuring plan can vary significantly from period to period. Therefore, the Company believes that the exclusion of these special charges (recoveries) will also better aid readers of financial statements in the understanding and comparability of the Company's operating results and underlying operational trends.

In summary, the Company believes the provision of supplemental Non-GAAP measures allow investors to evaluate the operational and financial performance of the Company's core business using the same evaluation measures that management uses, and is therefore a useful indication of OpenText's performance or expected performance of future operations and facilitates period-to-period comparison of operating performance (although prior performance is not necessarily indicative of

future performance). As a result, the Company considers it appropriate and reasonable to provide, in addition to U.S. GAAP measures, supplementary Non-GAAP financial measures that exclude certain items from the presentation of its financial results.

The following charts provide unaudited reconciliations of U.S. GAAP-based financial measures to Non-GAAP-based financial measures for the following periods presented.

Reconciliation of selected GAAP-based measures to Non-GAAP-based measures for the three months ended September 30, 2025
(In thousands, except for per share data)

	Three Months Ended September 30, 2025					
	GAAP-based Measures	GAAP-based Measures % of Total Revenue	Adjustments	Note	Non-GAAP-based Measures	Non-GAAP-based Measures % of Total Revenue
Cost of revenues						
Cloud services and subscriptions	\$ 172,217		\$ (1,749)	(1)	\$ 170,468	
Customer support	64,064		(1,053)	(1)	63,011	
Professional service and other	63,038		(499)	(1)	62,539	
Amortization of acquired technology-based intangible assets	44,204		(44,204)	(2)	—	
GAAP-based gross profit and gross margin (%) / Non-GAAP-based gross profit and gross margin (%)	937,516	72.8%	47,505	(3)	985,021	76.5%
Operating expenses						
Research and development	169,128		(3,609)	(1)	165,519	
Sales and marketing	257,055		(6,896)	(1)	250,159	
General and administrative	105,763		(3,875)	(1)	101,888	
Amortization of acquired customer-based intangible assets	79,561		(79,561)	(2)	—	
Special charges (recoveries)	20,139		(20,139)	(4)	—	
GAAP-based income from operations / Non-GAAP-based income from operations	269,949		161,585	(5)	431,534	
Other income (expense), net	(2,976)		2,976	(6)	—	
Provision for income taxes	39,199		44,902	(7)	84,101	
GAAP-based net income / Non-GAAP-based net income, attributable to OpenText	146,616		119,659	(8)	266,275	
GAAP-based earnings per share / Non-GAAP-based earnings per share-diluted, attributable to OpenText	\$ 0.58		\$ 0.47	(8)	\$ 1.05	

- (1) Adjustment relates to the exclusion of share-based compensation expense from our Non-GAAP-based operating expenses as this expense is excluded from our internal analysis of operating results.
- (2) Adjustment relates to the exclusion of amortization expense from our Non-GAAP-based operating expenses as the timing and frequency of amortization expense is dependent on our acquisitions and is hence excluded from our internal analysis of operating results.
- (3) GAAP-based and Non-GAAP-based gross profit stated in dollars and gross margin stated as a percentage of total revenue.
- (4) Adjustment relates to the exclusion of special charges (recoveries) from our Non-GAAP-based operating expenses as special charges (recoveries) are generally incurred in the periods relevant to an acquisition and include certain charges or recoveries that are not indicative or related to continuing operations and are therefore excluded from our internal analysis of operating results. See Note 16 “Special Charges (Recoveries)” to our Condensed Consolidated Financial Statements for more details.
- (5) GAAP-based and Non-GAAP-based income from operations stated in dollars.
- (6) Adjustment relates to the exclusion of other income (expense) from our Non-GAAP-based operating expenses as other income (expense) generally relates to the transactional impact of foreign exchange and is generally not indicative or related to continuing operations and is therefore excluded from our internal analysis of operating results. Other income (expense) also includes our share of income (losses) from our holdings in investments as a limited partner. We do not actively trade equity securities in these privately held companies nor do we plan our ongoing operations based around any anticipated fundings or distributions from these investments. We exclude gains and losses on these investments as we do not believe they are reflective of our ongoing business and operating results. Other income (expense) also includes unrealized and realized gains (losses) on our derivatives which are not designated as hedges. We exclude gains and losses on these derivatives as we do not believe they are reflective of our ongoing business and operating results.
- (7) Adjustment relates to differences between the GAAP-based tax provision rate of approximately 21% and a Non-GAAP-based tax rate of approximately 24%; these rate differences are due to the income tax effects of items that are excluded for the purpose of calculating Non-GAAP-based net income. Such excluded items include amortization, share-based compensation, special charges (recoveries) and other income (expense), net. Also excluded are tax benefits/expense items unrelated to current period income such as changes in reserves for tax uncertainties and valuation allowance reserves and “book to return” adjustments for tax return filings and tax assessments. Beginning in Fiscal 2025, net tax benefits arising from the internal reorganization that occurred in Fiscal 2017 have been fully utilized and are no longer included. In arriving at our Non-GAAP-based tax rate of approximately 24%, we analyzed the individual adjusted expenses and took into consideration the impact of statutory tax rates from local jurisdictions incurring the expense.

(8) Reconciliation of GAAP-based net income to Non-GAAP-based net income:

	Three Months Ended September 30, 2025	
		Per share diluted
GAAP-based net income, attributable to OpenText	\$ 146,616	\$ 0.58
Add:		
Amortization	123,765	0.49
Share-based compensation	17,681	0.07
Special charges (recoveries)	20,139	0.08
Other (income) expense, net	2,976	0.01
GAAP-based provision for income taxes	39,199	0.15
Non-GAAP-based provision for income taxes	(84,101)	(0.33)
Non-GAAP-based net income, attributable to OpenText	<u>\$ 266,275</u>	<u>\$ 1.05</u>

Reconciliation of Adjusted EBITDA

	Three Months Ended September 30, 2025
GAAP-based net income, attributable to OpenText	\$ 146,616
Add:	
Provision for income taxes	39,199
Interest and other related expense, net	81,114
Amortization of acquired technology-based intangible assets	44,204
Amortization of acquired customer-based intangible assets	79,561
Depreciation	35,921
Share-based compensation	17,681
Special charges (recoveries)	20,139
Other (income) expense, net	2,976
Adjusted EBITDA	<u>\$ 467,411</u>
GAAP-based net income margin	11.4 %
Adjusted EBITDA margin	36.3 %

Reconciliation of Free Cash Flows

	Three Months Ended September 30, 2025
GAAP-based cash flows provided by operating activities	\$ 147,763
Add:	
Capital expenditures	(46,534)
Free cash flows	<u>\$ 101,229</u>

**Reconciliation of selected GAAP-based measures to Non-GAAP-based measures
for the three months ended September 30, 2024**
(In thousands, except for per share data)

	Three Months Ended September 30, 2024					
	GAAP-based Measures	GAAP-based Measures % of Total Revenue	Adjustments	Note	Non-GAAP-based Measures	Non-GAAP-based Measures % of Total Revenue
Cost of revenues						
Cloud services and subscriptions	\$ 175,257		\$ (2,186)	(1)	\$ 173,071	
Customer support	62,574		(1,342)	(1)	61,232	
Professional service and other	66,915		(1,314)	(1)	65,601	
Amortization of acquired technology-based intangible assets	47,244		(47,244)	(2)	—	
GAAP-based gross profit and gross margin (%) / Non-GAAP-based gross profit and gross margin (%)	910,358	71.7%	52,086	(3)	962,444	75.8%
Operating expenses						
Research and development	190,693		(8,167)	(1)	182,526	
Sales and marketing	245,882		(9,315)	(1)	236,567	
General and administrative	106,730		(7,234)	(1)	99,496	
Amortization of acquired customer-based intangible assets	81,504		(81,504)	(2)	—	
Special charges (recoveries)	47,136		(47,136)	(4)	—	
GAAP-based income from operations / Non-GAAP-based income from operations	206,242		205,442	(5)	411,684	
Other income (expense), net	(35,655)		35,655	(6)	—	
Provision for income taxes	1,883		76,693	(7)	78,576	
GAAP-based net income / Non-GAAP-based net income, attributable to OpenText	84,368		164,404	(8)	248,772	
GAAP-based earnings per share / Non-GAAP-based earnings per share-diluted, attributable to OpenText	\$ 0.32		\$ 0.61	(8)	\$ 0.93	

- (1) Adjustment relates to the exclusion of share-based compensation expense from our Non-GAAP-based operating expenses as this expense is excluded from our internal analysis of operating results.
- (2) Adjustment relates to the exclusion of amortization expense from our Non-GAAP-based operating expenses as the timing and frequency of amortization expense is dependent on our acquisitions and is hence excluded from our internal analysis of operating results.
- (3) GAAP-based and Non-GAAP-based gross profit stated in dollars and gross margin stated as a percentage of total revenue.
- (4) Adjustment relates to the exclusion of special charges (recoveries) from our Non-GAAP-based operating expenses as special charges (recoveries) are generally incurred in the periods relevant to an acquisition and include certain charges or recoveries that are not indicative or related to continuing operations and are therefore excluded from our internal analysis of operating results. See Note 16 “Special Charges (Recoveries)” to our Condensed Consolidated Financial Statements for more details.
- (5) GAAP-based and Non-GAAP-based income from operations stated in dollars.
- (6) Adjustment relates to the exclusion of other income (expense) from our Non-GAAP-based operating expenses as other income (expense) generally relates to the transactional impact of foreign exchange and is generally not indicative or related to continuing operations and is therefore excluded from our internal analysis of operating results. Other income (expense) also includes our share of income (losses) from our holdings in investments as a limited partner. We do not actively trade equity securities in these privately held companies nor do we plan our ongoing operations based around any anticipated fundings or distributions from these investments. We exclude gains and losses on these investments as we do not believe they are reflective of our ongoing business and operating results. Other income (expense) also includes unrealized and realized gains (losses) on our derivatives which are not designated as hedges. We exclude gains and losses on these derivatives as we do not believe they are reflective of our ongoing business and operating results.
- (7) Adjustment relates to differences between the GAAP-based tax provision rate of approximately 2% and a Non-GAAP-based tax rate of approximately 24%; these rate differences are due to the income tax effects of items that are excluded for the purpose of calculating Non-GAAP-based net income. Such excluded items include amortization, share-based compensation, special charges (recoveries) and other income (expense), net. Also excluded are tax benefits/expense items unrelated to current period income such as changes in reserves for tax uncertainties and valuation allowance reserves, and “book to return” adjustments for tax return filings and tax assessments. Beginning in Fiscal 2025, net tax benefits arising from the internal reorganization that occurred in Fiscal 2017 have been fully utilized and are no longer included. In arriving at our Non-GAAP-based tax rate of approximately 24%, we analyzed the individual adjusted expenses and took into consideration the impact of statutory tax rates from local jurisdictions incurring the expense.
- (8) Reconciliation of GAAP-based net income to Non-GAAP-based net income:

	Three Months Ended September 30, 2024	
		Per share diluted
GAAP-based net income, attributable to OpenText	\$ 84,368	\$ 0.32
Add:		
Amortization	128,748	0.47
Share-based compensation	29,558	0.11
Special charges (recoveries)	47,136	0.18
Other (income) expense, net	35,655	0.13
GAAP-based provision for income taxes	1,883	0.01
Non-GAAP-based provision for income taxes	(78,576)	(0.29)
Non-GAAP-based net income, attributable to OpenText	<u>\$ 248,772</u>	<u>\$ 0.93</u>

Reconciliation of Adjusted EBITDA

	Three Months Ended September 30, 2024	
GAAP-based net income, attributable to OpenText	\$	84,368
Add:		
Provision for income taxes		1,883
Interest and other related expense, net		84,282
Amortization of acquired technology-based intangible assets		47,244
Amortization of acquired customer-based intangible assets		81,504
Depreciation		32,171
Share-based compensation		29,558
Special charges (recoveries)		47,136
Other (income) expense, net		35,655
Adjusted EBITDA	<u>\$</u>	<u>443,801</u>
GAAP-based net income margin		6.6 %
Adjusted EBITDA margin		35.0 %

Reconciliation of Free Cash Flows

	Three Months Ended September 30, 2024	
GAAP-based cash flows used in operating activities	\$	(77,806)
Add:		
Capital expenditures		(39,316)
Free cash flows	<u>\$</u>	<u>(117,122)</u>

LIQUIDITY AND CAPITAL RESOURCES

The following tables set forth changes in cash flows from operating, investing and financing activities for the periods indicated:

(In thousands)	As of September 30, 2025	Change increase (decrease)	As of June 30, 2025
Cash and cash equivalents	\$ 1,087,083	\$ (69,413)	\$ 1,156,496
Restricted cash ⁽¹⁾	1,628	18	1,610
Total cash, cash equivalents and restricted cash	\$ 1,088,711	\$ (69,395)	\$ 1,158,106

(1) Restricted cash is classified under the Prepaid expenses and other current assets and Other assets line items on the Condensed Consolidated Balance Sheets (see Note 7 “Prepaid Expenses and Other Assets” to our Condensed Consolidated Financial Statements for more details).

(In thousands)	Three Months Ended September 30,		
	2025	Change	2024
Cash provided by (used in) operating activities	\$ 147,763	\$ 225,569	\$ (77,806)
Cash used in investing activities	(45,032)	(8,592)	(36,440)
Cash used in financing activities	(176,432)	8,841	(185,273)

Cash and cash equivalents

Cash and cash equivalents primarily consist of balances with banks as well as deposits with original maturities of 90 days or less.

We continue to anticipate that our cash and cash equivalents, as well as available credit facilities, will be sufficient to fund our anticipated cash requirements for working capital, contractual commitments, capital expenditures, dividends and operating needs for the next twelve months. Any further material or acquisition-related activities may require additional sources of financing and would be subject to the financial covenants established under our credit facilities. For more details, see “Long-term Debt and Credit Facilities” below.

Cash flows from operating activities

Cash flows from operating activities increased by \$225.6 million during the three months ended September 30, 2025, as compared to the same period in the prior fiscal year driven by an increase in net changes from working capital of \$177.3 million primarily from the one-time tax payments made in the prior year related to the AMC Divestiture, offset by an increase in net income after the impact of non-cash items of \$48.3 million.

During the first quarter of Fiscal 2026 we had a days sales outstanding (DSO) of 41 days, compared to our DSO of 42 days during the first quarter of Fiscal 2025. The per day impact of our DSO in the first quarter of Fiscal 2026 and Fiscal 2025 on our cash flows was \$14.3 million and \$14.1 million, respectively. In arriving at DSO, we exclude contract assets as these assets do not provide an unconditional right to the related consideration from the customer.

Cash flows from investing activities

Our cash flows from investing activities are primarily on account of acquisitions and additions of property and equipment.

Cash flows used in investing activities increased by \$8.6 million during the three months ended September 30, 2025, as compared to the same period in the prior fiscal year primarily due to an increase in additions of property and equipment.

Cash flows from financing activities

Our cash flows from financing activities generally consist of long-term debt financing and amounts received from stock options exercised by our employees and Employee Stock Purchase Plan (ESPP) purchases by our employees. These inflows are typically offset by scheduled and non-scheduled repayments of our long-term debt financing and, when applicable, the payment of dividends and/or repurchases of our Common Shares.

Cash flows used in financing activities decreased by \$8.8 million during the three months ended September 30, 2025 as compared to the same period in the prior fiscal year. This is primarily due to the impact of the following activities:

- (i) \$4.8 million related to the decrease in cash used in the repurchases of Common Shares and treasury stock; and

- (ii) \$4.3 million due to net change in TSA obligations driven by cash collections in the prior year on behalf of Rocket Software related to certain transition services performed by the Company related to the AMC Divestiture. All transition services pursuant to the TSA were completed as of June 30, 2025.

Cash Dividends

During the three months ended September 30, 2025, we declared and paid cash dividends of \$0.275 per Common Share in the aggregate amount of \$68.2 million (three months ended September 30, 2024—\$0.2625 per Common Share in the aggregate amount of \$69.1 million).

Future declarations of dividends and the establishment of future record and payment dates are subject to final determination and discretion of the Board. See Item 5 “Dividend Policy” included within our Annual Report on Form 10-K for Fiscal 2025 for more information.

Long-Term Debt and Credit Facilities

Our long-term debt and credit facilities consist of senior notes, a term loan facility, and a revolving credit facility, as described below and further detailed in Note 9 “Long-Term Debt” to our Condensed Consolidated Financial Statements.

Senior Notes

As of September 30, 2025, we had senior debt outstanding, with maturities starting in 2027 and extending through 2031 with a total carrying value of \$4.3 billion. The senior notes bear interest at rates between 3.875% and 6.90%, in each case payable semi-annually in arrears. Our senior secured notes due 2027 are guaranteed by certain of the Company’s subsidiaries and are secured with the same priority as the Company’s senior credit facilities.

Acquisition Term Loan

In August 2022, we entered into a \$2.585 billion first lien term loan facility (Acquisition Term Loan) with a seven-year term from the date of funding. The Acquisition Term Loan was amended in December 2022 to increase the aggregate principal amount to \$3.585 billion. Repayments under the Acquisition Term Loan are equal to 0.25% of the principal amount in equal quarterly installments for the life of the Acquisition Term Loan, with the remainder due at maturity. Borrowings under the Acquisition Term Loan currently bear a floating rate of interest equal to Term SOFR (as defined in the Acquisition Term Loan) plus an applicable margin of 1.75%. As of September 30, 2025, the balance outstanding under the Acquisition Term Loan was \$2.176 billion.

Revolver

On December 19, 2023, we amended our \$750 million committed revolving credit facility (the Revolver) to, among other things, extend the Revolver’s maturity date to December 19, 2028. There were no outstanding borrowings under the Revolver as of September 30, 2025. Borrowings under the Revolver are secured by a first charge over substantially all of our assets, on a pari passu basis with the Acquisition Term Loan and our senior secured notes due 2027. Borrowings under the Revolver currently bear interest per annum at a floating rate of interest equal to Term SOFR (as defined in the Revolver) and a fixed margin dependent on our consolidated net leverage ratio ranging from 1.25% to 1.75%.

Shelf Registration Statement

On December 15, 2023, we filed a universal shelf registration statement on Form S-3 with the SEC, which became effective automatically (the Shelf Registration Statement). The Shelf Registration Statement allows for primary and secondary offerings from time to time of equity, debt and other securities, including Common Shares, Preference Shares, debt securities, depository shares, warrants, purchase contracts, units and subscription receipts. As the Company qualifies as a “well-known seasoned issuer” in Canada, a short-form base shelf prospectus qualifying the distribution of such securities was concurrently filed with Canadian securities regulators on December 15, 2023. The type of securities and the specific terms thereof will be determined at the time of any offering and will be described in the applicable prospectus supplement to be filed separately with the SEC and Canadian securities regulators.

Share Repurchase Plan / Normal Course Issuer Bid

On April 30, 2024, the Company’s Board of Directors (the Board) authorized a share repurchase plan (the Fiscal 2024 Repurchase Plan) pursuant to which we were authorized to purchase for cancellation, in open market transactions from time to

time over the 12-month period commencing on May 7, 2024 until May 6, 2025, up to an aggregate of \$250 million of our Common Shares.

On July 31, 2024, in order to align our share repurchase plan to our fiscal year, the Board approved the early termination of the Fiscal 2024 Repurchase Plan and authorized a share repurchase plan (the Fiscal 2025 Repurchase Plan), pursuant to which we were authorized to purchase for cancellation from time to time over the 12-month period commencing on August 7, 2024 until August 6, 2025, if considered advisable, up to an aggregate of \$300 million of our Common Shares. On March 13, 2025, the Company increased the authorized limit of the Fiscal 2025 Repurchase Plan by \$150 million to \$450 million.

On August 6, 2025, the Company renewed its share repurchase plan, pursuant to which we may purchase for cancellation in open market transactions, from time to time over the 12-month period commencing on August 12, 2025 until August 11, 2026, if considered advisable, up to an aggregate of \$300 million of our Common Shares on the TSX (as part of a Fiscal 2026 NCIB, defined below), the NASDAQ and/or alternative trading systems in Canada and/or the United States, if eligible, subject to applicable law and stock exchange rules (the Fiscal 2026 Repurchase Plan). The price that we are authorized to pay for Common Shares in open market transactions is the market price at the time of purchase or such other price as is permitted by applicable law or stock exchange rules. The Fiscal 2026 Repurchase Plan will be effected in accordance with Rule 10b-18 under the Exchange Act and includes a normal course issuer bid to provide means to execute purchases over the TSX. Further, as part of the renewal of the Fiscal 2026 NCIB (as defined below), the Company established an automatic share repurchase plan (ASPP) with its broker to facilitate repurchases of the Common Shares. Under the terms of the ASPP, the Company's broker is permitted to make purchases at its sole discretion based on parameters set by the Company in accordance with TSX rules, applicable law and the terms of the ASPP, during periods when the Company would ordinarily not be permitted to make purchases, whether due to regulatory restriction or customary self-imposed blackout periods. Outside of such periods, Common Shares can be purchased based on management's discretion, in compliance with TSX rules and applicable law. All purchases of Common Shares made under the ASPP are included in determining the number of Common Shares purchased under the NCIB.

During the three months ended September 30, 2025, we repurchased and cancelled 3,156,323 Common Shares for \$102.0 million, inclusive of 2% Canadian excise taxes recorded (three months ended September 30, 2024—2,649,131 Common Shares for \$86.5 million).

Additionally, as of September 30, 2025, we recorded an accrual and a corresponding charge to retained earnings of \$25.0 million, representing the estimated value of Common Shares expected to be repurchased following the fiscal quarter ended September 30, 2025 pursuant to the ASPP.

Normal Course Issuer Bid

On July 31, 2024, the Company voluntarily terminated the normal course issuer bid previously authorized on April 30, 2024 and established a new normal course issuer bid (the Fiscal 2025 NCIB) in order to provide it with a means to execute purchases over the TSX from the period commencing on August 7, 2024 until August 6, 2025 as part of the overall Fiscal 2025 Repurchase Plan.

On August 6, 2025 the Company renewed its normal course issuer bid (the Fiscal 2026 NCIB) in order to provide it with a means to execute purchases over the TSX as part of the overall Fiscal 2026 Repurchase Plan.

The TSX approved the Company's notice of intention to commence the Fiscal 2026 NCIB, pursuant to which the Company may purchase Common Shares over the TSX for the period commencing on August 12, 2025 until August 11, 2026 in accordance with the TSX's normal course issuer bid rules, including that such purchases be made at prevailing market prices or as otherwise permitted. Under the rules of the TSX, the maximum number of Common Shares that may be purchased in this period is 24,906,456 (representing 10% of the Company's public float calculated in accordance with TSX rules) as of July 31, 2025, and the maximum number of Common Shares that can be purchased on a single day is 224,146 Common Shares, which was 25% of 896,585 (calculated in accordance with TSX rules based on the average daily trading volume for the Common Shares on the TSX for the six months ended July 31, 2025), subject to certain exceptions for block purchases, and subject in any case to the volume and other limitations under Rule 10b-18 of the Exchange Act.

Commitments and Contractual Obligations

As of September 30, 2025, we have entered into the following contractual obligations with minimum payments for the indicated fiscal periods as follows:

(In thousands)	Payments due between				
	Total	October 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2028	July 1, 2028 - June 30, 2030	July 1, 2030 and beyond
Long-term debt obligations ⁽¹⁾	\$ 7,786,983	\$ 291,343	\$ 2,599,604	\$ 4,205,817	\$ 690,219
Operating lease obligations ⁽²⁾	283,075	63,952	132,791	54,716	31,616
Finance lease obligations ⁽³⁾	1,896	1,437	459	—	—
Purchase obligations for contracts not accounted for as lease obligations	280,437	184,182	96,255	—	—
	<u>\$ 8,352,391</u>	<u>\$ 540,914</u>	<u>\$ 2,829,109</u>	<u>\$ 4,260,533</u>	<u>\$ 721,835</u>

- (1) Includes interest up to maturity and principal payments. See Note 9 “Long-Term Debt” to our Condensed Consolidated Financial Statements for more details.
- (2) Represents the undiscounted future minimum lease payments under our operating leases liabilities and excludes sublease income expected to be received under our various sublease agreements with third parties. See Note 4 “Leases” to our Condensed Consolidated Financial Statements for more details.
- (3) Represents the undiscounted future minimum lease payments under our finance leases liabilities and excludes sublease income expected to be received under our various sublease agreements with third parties. See Note 4 “Leases” to our Condensed Consolidated Financial Statements for more details.

Guarantees and Indemnifications

We have entered into customer agreements which may include provisions to indemnify our customers against third-party claims that our software products or services infringe certain third-party intellectual property rights and for liabilities related to a breach of our confidentiality obligations. We have not made any material payments in relation to such indemnification provisions and have not accrued any liabilities related to these indemnification provisions in our Condensed Consolidated Financial Statements.

Occasionally, we enter into financial guarantees with third parties in the ordinary course of our business, including, among others, guarantees relating to taxes and letters of credit on behalf of parties with whom we conduct business. Such agreements have not had a material effect on our results of operations, financial position or cash flows.

Refer to Note 12 “Guarantees and Contingencies” to our Condensed Consolidated Financial Statements for more details.

Litigation

We are currently involved in various claims and legal proceedings. Quarterly, we review the status of each significant legal matter and evaluate such matters to determine how they should be treated for accounting and disclosure purposes in accordance with the requirements of ASC Topic 450-20 “Loss Contingencies” (Topic 450-20).

Refer to Note 12 “Guarantees and Contingencies” to our Condensed Consolidated Financial Statements for more details.

Contingencies

As part of its ongoing audit of our Canadian tax returns, the Canada Revenue Agency (CRA) has disputed our transfer pricing methodology used for certain intercompany transactions with our international subsidiaries and has issued notices of reassessment for Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016. We strongly disagree with the CRA’s positions and believe the reassessments of Fiscal 2012, Fiscal 2013, Fiscal 2014, Fiscal 2015 and Fiscal 2016 (including any penalties) are without merit, and we are continuing to contest these reassessments.

The CRA has audited Fiscal 2017, Fiscal 2018, Fiscal 2019, and Fiscal 2020 on a basis that we strongly disagree with and are contesting. The CRA issued notices of reassessment in respect of Fiscal 2017 through Fiscal 2020 on a basis consistent with its proposal to reduce the available depreciable basis of assets in Canada. We filed notices of objection regarding the reassessments. If we are ultimately unsuccessful in defending our position, the estimated impact of the proposed adjustment could result in us recording an income tax expense, with no immediate cash payment, to reduce the stated value of our deferred tax assets of up to approximately \$470 million. Any such income tax expense could also have a corresponding cash tax impact that would primarily occur over a period of several future years based upon annual income realization in Canada. We strongly

disagree with the CRA's position for Fiscal 2017 through Fiscal 2020 and intend to vigorously defend our original filing position.

We will continue to vigorously contest the adjustments to our taxable income and any penalty and interest assessments, as well as any reduction to the basis of our depreciable property. We are confident that our original tax filing positions were appropriate. Accordingly, as of the date of this Quarterly Report on Form 10-Q, we have not recorded any accruals in respect of these reassessments or proposed reassessment in our Condensed Consolidated Financial Statements.

Refer to Note 12 "Guarantees and Contingencies" to our Condensed Consolidated Financial Statements for more details.

Off-Balance Sheet Arrangements

We do not enter into off-balance sheet financing as a matter of practice, except for guarantees relating to taxes and letters of credit on behalf of parties with whom we conduct business.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are primarily exposed to market risks associated with fluctuations in interest rates on our Revolver, Acquisition Term Loan and foreign currency exchange rates.

Interest rate risk

Our exposure to interest rate fluctuations relates primarily to our Revolver and Acquisition Term Loan.

As of September 30, 2025, we had an outstanding balance of \$2.2 billion under the Acquisition Term Loan. Borrowings under the Acquisition Term Loan bear a floating interest rate of 1.75% plus Term SOFR (as defined in the Acquisition Term Loan). As of September 30, 2025, an adverse change of 100 basis points on the interest rate would have the effect of increasing our annual interest payment on the Acquisition Term Loan by approximately \$21.8 million, assuming that the loan balance as of September 30, 2025 is outstanding for the entire period (June 30, 2025—\$21.9 million).

For more information regarding the impact of SOFR, see "Stress in the global financial system may adversely affect our finances and operations" included within Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for Fiscal 2025.

Foreign currency risk

Foreign currency transaction risk

We transact business in various foreign currencies. Our foreign currency exposures typically arise from intercompany fees, intercompany loans and other intercompany transactions that are expected to be cash settled in the near term and are transacted in non-functional currency. We expect that we will continue to realize gains or losses with respect to our foreign currency exposures. Our ultimate realized gain or loss with respect to foreign currency exposures will generally depend on the size and type of cross-currency transactions that we enter into, the currency exchange rates associated with these exposures and changes in those rates.

We have hedged certain of our Canadian dollar foreign currency exposures relating to our payroll expenses in Canada. Based on the CAD foreign exchange forward contracts outstanding as of September 30, 2025, a one cent change in the Canadian dollar to U.S. dollar exchange rate would have caused a change of \$0.7 million in the mark-to-market valuation on our existing foreign exchange forward contracts (June 30, 2025—\$0.7 million).

Additionally, in connection with the Micro Focus Acquisition, in August 2022, we entered into certain derivative transactions to meet certain foreign currency obligations related to the purchase price of the Micro Focus Acquisition, mitigate the risk of foreign currency appreciation in the GBP denominated purchase price and mitigate the risk of foreign currency appreciation in the EUR denominated existing debt held by Micro Focus. We entered into the following derivatives: (i) three deal-contingent forward contracts, (ii) a non-contingent forward contract, and (iii) EUR/USD cross currency swaps. These instruments were entered into as economic hedges to mitigate foreign currency risks associated with the Micro Focus Acquisition. In connection with the closing of the Micro Focus Acquisition the deal-contingent forward and non-deal contingent forward contracts were settled and we designated the 7-year EUR/USD cross currency swaps as net investment hedges.

Based on the 5-year EUR/USD cross currency swaps outstanding as of September 30, 2025, a one cent change in the Euro to U.S. dollar forward exchange rate would have caused a change of \$5.8 million in the mark-to-market valuation on our existing cross currency swap (June 30, 2025—\$5.9 million).

Based on the 7-year EUR/USD cross currency swaps outstanding as of September 30, 2025, a one cent change in the Euro to U.S. dollar forward exchange rate would have caused a change of \$7.6 million in the mark-to-market valuation on our existing cross currency swaps (June 30, 2025—\$7.7 million).

Foreign currency translation risk

Our reporting currency is the U.S. dollar. Fluctuations in foreign currencies impact the amount of total assets and liabilities that we report for our foreign subsidiaries upon the translation of these amounts into U.S. dollars. In particular, the amount of cash and cash equivalents that we report in U.S. dollars for a significant portion of the cash held by these subsidiaries is subject to translation variance caused by changes in foreign currency exchange rates as of the end of each respective reporting period (the offset to which is recorded to Accumulated other comprehensive income (loss) on our Condensed Consolidated Balance Sheets).

The following table shows our cash and cash equivalents denominated in certain major foreign currencies as of September 30, 2025 (equivalent in U.S. dollar):

(In thousands)	U.S. Dollar Equivalent at September 30, 2025	U.S. Dollar Equivalent at June 30, 2025
Euro	\$ 188,254	\$ 266,726
British Pound	171,670	153,293
Indian Rupee	95,998	104,609
Swiss Franc	30,335	38,555
Other foreign currencies	111,938	157,294
Total cash and cash equivalents denominated in foreign currencies	598,195	720,477
U.S. Dollar	488,888	436,019
Total cash and cash equivalents	\$ 1,087,083	\$ 1,156,496

If overall foreign currency exchange rates in comparison to the U.S. dollar uniformly weakened by 10%, the amount of cash and cash equivalents we would report in equivalent U.S. dollars would decrease by \$59.8 million (June 30, 2025—\$72.0 million), assuming we have not entered into any derivatives discussed above under “Foreign Currency Transaction Risk.”

Item 4. Controls and Procedures

(A) Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, our management, with the participation of the Chief Executive Officer and Chief Financial Officer, performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a-15(e) promulgated under the Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that as of September 30, 2025, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act were recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that information required to be disclosed by us in the reports we file under the Exchange Act (according to Rule 13(a)-15(e)) is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(B) Changes in Internal Control over Financial Reporting (ICFR)

Based on the evaluation completed by our management, in which our Chief Executive Officer and Chief Financial Officer participated, our management has concluded that there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the fiscal quarter ended September 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - Other Information

Investors should note that we may announce information using our website, press releases, securities law filings, public conference calls, webcasts and the social media channels identified on the Investors section of our website (<https://investors.opentext.com>). Such social media channels may include the Company’s or our CEO’s blog, X, formerly known as Twitter, account or LinkedIn account. The information posted through such channels may be material. Accordingly, investors should monitor such channels in addition to our other forms of communication. Unless otherwise specified, such information is not incorporated into, or deemed to be a part of, this Quarterly Report on Form 10-Q, our Annual Report on Form 10-K or in any other report or document we file with the SEC under the Securities Act, the Exchange Act or under applicable Canadian securities laws.

Item 1A. Risk Factors

You should carefully consider the risk factors discussed in Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for our fiscal year ended June 30, 2025. These are not the only risks and uncertainties facing us. Additional risks not currently known to us or that we currently believe are immaterial may also impair our operating results, financial condition and liquidity. Our business is also subject to general risks and uncertainties that affect many other companies.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

PURCHASE OF EQUITY SECURITIES OF THE COMPANY FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2025

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit) ⁽¹⁾	Total Number of Shares (or Units) Purchased as Part of the Publicly Announced Plans or Programs	Maximum Number of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs ⁽²⁾
July 1, 2025 through July 31, 2025	819,523	\$ 29.38	819,523	5,834,877
August 1, 2025 through August 31, 2025	1,471,700	31.72	1,471,700	23,472,456
September 1, 2025 through September 30, 2025	865,100	33.99	865,100	22,607,356
Total	3,156,323	\$ 31.73	3,156,323	22,607,356

(1) Excludes 2% Canadian excise taxes recorded related to repurchases under the Fiscal 2025 and Fiscal 2026 Repurchase Plans. See Note 11 “Equity and Share-based Compensation” for more details.

(2) On July 31, 2024, the Board authorized a share repurchase plan pursuant to which we were authorized to purchase for cancellation in open market transactions, from time to time over the 12-month period commencing on August 7, 2024 until August 6, 2025, if considered advisable, up to an aggregate of \$300 million of our common shares. On March 13, 2025, we increased the authorized limit of such share repurchase plan by \$150 million to \$450 million. In August 2025, the Company repurchased 37,700 shares under the share repurchase plan authorized in Fiscal 2025. On August 6, 2025, the Company renewed its share repurchase plan, pursuant to which we may purchase for cancellation in open market transactions, from time to time over the 12-month period commencing on August 12, 2025 until August 11, 2026, if considered advisable, up to an aggregate of \$300 million of its common shares. The share repurchase plan authorized in Fiscal 2026 is subject to an aggregate limit of 24,906,456.

Item 5. Other Information

During the three months ended September 30, 2025, none of our officers or directors adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or any “non-10b5-1 trading arrangement” as defined in Item 408(c) of Regulation S-K.

Item 6. Exhibits

The following documents are filed as a part of this report:

Exhibit Number	Description	Report or Registration Statement	Exhibit Reference
10.1	Letter dated August 15, 2025 between James McGourlay and the Company.		
10.2	Letter dated August 15, 2025 between Cosmin Balota and the Company.		
10.3	Employment agreement dated October 1, 2025 between Steve Rai and the Company.	Company's Form 8-K filed October 1, 2025	Exhibit 10.1
10.4	Executive Chair Agreement between Open Text Corporation and P. Thomas Jenkins effective August 11, 2025.		
10.5	Consulting Agreement between Open Text Corporation and South Sound Advisory, SEZC effective August 11, 2025.		
31.1	Certification of the Chief Executive Officer, pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.		
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.		
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.		
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.		
101.INS	XBRL instance document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.		
101.SCH	Inline XBRL taxonomy extension schema.		
101.CAL	Inline XBRL taxonomy extension calculation linkbase.		
101.DEF	Inline XBRL taxonomy extension definition linkbase.		
101.LAB	Inline XBRL taxonomy extension label linkbase.		
101.PRE	Inline XBRL taxonomy extension presentation.		
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).		



August 15, 2025

SENT VIA EMAIL

James McGourlay

Dear James:

This letter will serve to outline the employment terms of your role as interim Chief Executive Officer, which are in addition to your current position as EVP, International Sales. During your time as interim Chief Executive Officer, you will report to the OpenText Board of Directors. Unless otherwise stated below, the terms and conditions of your employment remain the same.

Compensation: During the period you are interim Chief Executive Officer (“Interim Period”), you will receive an additional premium of 25,694.67 CAD (less applicable deductions) per pay period, payable the 15th and at the end of each month, above and beyond your current base salary. At the conclusion of the Interim Period, your compensation will return to your current annual base salary.

Effective for Fiscal Year 2026 you will also be eligible for a targeted annual variable compensation of 100% of your annual base salary earned, inclusive of the “additional premium” noted above (less applicable deductions) based on achieving specific performance objectives and consistent with our business goals.

LTIP 2028: In addition, you are eligible for an additional recommendation of \$281,250 USD grant of restricted and performance share units (RSUs and PSUs) as part of our 2028 LTIP plan already in progress (July 1, 2025) subject to board approval.

You will continue to be eligible in subsequent years for inclusion in the LTIP plan as it is offered, from time to time. However, participation is not an entitlement, but rather reviewed and approved by senior management and the board of directors annually at the beginning of each LTIP plan period. Plan details will be made available at the time of grant.

We ask that you confirm your acceptance of the foregoing details by signing below and submitting the signed copy through a ticket to Human Resources at OpenText Self-Service no later than 5 days from the date of receipt of this letter.

Sincerely,

Open Text Corporation

/s/ Andrea Morrison

Andrea Morrison

VP, Global HR Operations

I hereby acknowledge that I have been given a reasonable opportunity to read and understand the details of this employment change and to seek independent legal advice prior to accepting the terms outlined above.

Accepted: /s/ James McGourlay
James McGourlay

Date: August 22, 2025



August 15, 2025

SENT VIA EMAIL

Cosmin Balota

Dear Cosmin:

This letter will serve to outline the employment terms of your role as interim Chief Financial Officer, which are in addition to your current position as SVP, Chief Accounting Officer. During your time as interim Chief Financial Officer, you will report to James McGourlay, Interim CEO. Unless otherwise stated below, the terms and conditions of your employment remain the same.

Compensation: During the period you are interim Chief Financial Officer (“Interim Period”), you will receive an additional premium of \$4,687.50 CAD (less applicable deductions) per pay period, payable the 15th and at the end of each month, above and beyond your current base salary. At the conclusion of the Interim Period, your compensation will return to your current annual base salary.

In addition, we agree to pay you \$100,000.00 CAD following three months after completing the Interim Period (the “Completion Bonus”), payable at the next scheduled payroll payment date. This payment is less all statutory and other usual deductions in a lump sum via direct deposit. The Completion Bonus will be in addition to your regular compensation and benefits.

Options: You will be eligible to receive options to acquire 20,000 common shares of Open Text Corporation issuable under and subject to the terms of the Open Text 2004 Stock Option Plan (the “Plan”), and which issuance is subject to approval by the Board of Directors. The price at which these options will be made available to you is the closing price of the shares on the trading day immediately preceding the date the share options are granted, in accordance with the Plan. Subject to the approval of the Board, the options will be granted in the first available open trading window following the Board meeting. The options will vest over a four (4) year period in the amounts as follows: 25% on the first anniversary the stock option grant date, 25% on the second anniversary, 25% on the third anniversary, and the final 25% on the fourth anniversary of the stock option grant date. In the event of the termination of your employment, the options will be treated in accordance with the Plan and any applicable award agreement(s).

We ask that you confirm your acceptance of the foregoing details by signing below and submitting the signed copy through a ticket to Human Resources at OpenText Self-Service no later than 5 days from the date of receipt of this letter.

Sincerely,

Open Text Corporation

/s/ Andrea Morrison
Andrea Morrison
VP, Global HR Operations

I hereby acknowledge that I have been given a reasonable opportunity to read and understand the details of this employment change and to seek independent legal advice prior to accepting the terms outlined above.

Accepted: /s/ Cosmin Balota
Cosmin Balota

Date: August 19, 2025

EXECUTIVE CHAIR AGREEMENT

THIS AGREEMENT (together with its schedules, are referred to herein as the “Agreement”), is made between Open Text Corporation, a corporation incorporated under the laws of Canada (the “Corporation”), and P. Thomas Jenkins (the “Executive Director”) and effective as of August 11, 2025 (“Effective Date”).

WHEREAS the Executive Director currently serves as a member of the Board of Directors and the Chair of the Board of Directors of the Corporation (the “Board”);

AND WHEREAS the Corporation and the Executive Director mutually desire that the Executive Director provide additional services to the Corporation as Executive Chair (the “Executive Chair”) of the Board on the terms and conditions set forth in this Agreement, including without limitation in the Restrictive Covenants Agreement (as defined below) set forth in Schedule “A”;

AND WHEREAS the Executive Director, through South Sound Advisory, SEZC (“SSA”), has contemporaneously entered into a separate agreement with the Corporation (the “Consulting Agreement”) to provide the services of the Corporation’s Chief Strategy Officer on the terms and conditions set out therein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Services

- (a) During the Term (as defined in Section 3 hereof), the Executive Director shall be engaged to perform consulting services as Executive Chair and as a member of the Corporation’s executive committee (the “Executive Committee”), which was established by the Board to support the executive leadership team during the transition period following the departure of Mark J. Barrenechea from his roles as Chief Executive Officer, Chief Technology Officer, and Vice Chairman of the Board, as set forth herein and as may be assigned by the Corporation from time to time. The Executive Director shall perform services of Executive Chair primarily from the Executive Director’s jurisdiction of residence, provided that the proper performance of the services may require the Executive Director to engage in business travel from time to time.
- (b) As Executive Chair, the Executive Director will perform his services as Executive Chair consistent with the duties and responsibilities of an executive management member in relation to major business transactions and strategies working in concert, as appropriate, with the Executive Committee and members of senior management of the Corporation. In addition, the Executive Director will continue to serve as a Director of the Board in his individual capacity under terms consistent with elected Board members, provided the Executive Director is elected to the Board by shareholders of the Corporation at meetings

of shareholders where directors are elected (in accordance with majority voting requirements and corporate law) and is not removed by shareholders pursuant to corporate law and with his continuing nomination for his re-election being subject to the normal Board processes regarding nomination of directors. The Executive Director shall at all times comply with applicable laws in the performance of the services.

- (c) During the Term, the Executive Director shall devote his full working time, energy and attention to the performance of the services and responsibilities hereunder and shall diligently act in and endeavor to promote the business and best interests of the Corporation. The Executive Director shall act in a manner that is consistent with achieving the objectives of Corporation, and shall at no time engage in activities that are detrimental to or conflict with the interests of Corporation during the Term of this Agreement.
- (d) It is acknowledged that the Executive Director shall be permitted to provide his services to SSA in connection with its provision of services to the Corporation under and subject to the terms and conditions of the Consulting Agreement and, to the extent that it does not interfere with the performance of Executive Director's duties hereunder, Executive Director may (i) with the prior consent of the Board, serve on the board of directors or equivalent body of up to one other company that is not a competitor of the Corporation; (ii) serve on the boards of directors or equivalent bodies of trade associations and/or charitable organizations; (iii) engage in charitable activities and community affairs; and (iv) manage his personal, financial and legal affairs. The Executive Director currently serves as Chairman of the board of directors of Darwin CX, which was previously approved by the Board.

2. Fees and Expenses

- (a) Base Fee – In addition, to the compensation received as the Chair and Director of the Board of the Corporation, as compensation for the agreements made by the Executive Director herein and the performance by the Executive Director of the obligations hereunder, the Corporation shall pay the Executive Director a base fee at the rate of US\$100,000 per quarter commencing in the three month period ending September 30, 2025 through to and including the three month period ending December 31, 2027 (the “Base Fee”). The Base Fee in respect of the three-month period ending September 30, 2025 shall not be prorated.
- (b) Reimbursement of Expenses – During the Term, the Corporation shall reimburse the Executive Director for reasonable business expenses in accordance with applicable Corporation policy incurred by the Executive Director in performing the services under this Agreement.
- (c) Consideration – In consideration of the Executive Director agreeing to the terms and conditions of and executing this Agreement, the Executive Director shall receive a one-time fee payment of US\$100,000.

(d) The Corporation shall have no liability to the Executive Director for the Executive Directors services other than the amounts expressly set forth in this Agreement.

3. Term

(a) This Agreement will commence on the Effective Date and continue until it automatically terminates on the earlier of the following (the period from the Effective Date to the date of termination in accordance with this Section 3(a) referred to herein as the “Term”):

- i. the receipt by the Corporation of written notice of termination of the Agreement from the Executive Director;
- ii. 90 days following receipt by the Executive Director of written notice of termination of the Agreement from the Corporation; or
- iii. the receipt by the Executive Director of written notice of termination from the Corporation following any breach of a material term of this Agreement or any other misconduct by the Executive Director.

(b) Upon the conclusion of the Term for any reason, the Corporation shall pay to the Executive Director all unpaid Base Fees calculated to the last day of the Term, and for any unreimbursed allowable expenses incurred prior to the conclusion of the Term. There shall be no further liability or monies owed by Corporation to the Executive Director under this Agreement upon the termination of the Executive Director’s engagement to provide the services under this Agreement.

(c) Upon the conclusion of the Term for any reason, the Executive Director shall deliver to the Corporation an executed copy of a release substantially in the form attached as Schedule “B” (the “Release”) in exchange for payment by the Corporation to the Executive Director of US\$100,000 (the “Release Payment”). Notwithstanding anything to the contrary in this Agreement, the obligation of the Corporation to make the Release Payment shall be subject to the condition that the Executive Director has delivered to the Corporation an executed copy of the Release and that such Release has become effective, enforceable and irrevocable in accordance with its terms on the date that is no later than 30 days after the date of expiry of the Term.

(d) Upon the conclusion of the Term for any reason, the Executive Director shall continue his role as Chair of the Board of the Corporation, subject and pursuant to appointment

by the Board of the Corporation, and a member of the Board of the Corporation, subject and pursuant to the election by shareholders.

4. Relationship

It is understood and agreed that the Executive Director shall be engaged as and shall act at all times as an independent contractor to the Corporation only. The Executive Director is not an employee of Corporation for any purpose whatsoever. Neither this Agreement nor any course of dealing between the parties is intended to create, or shall create, an employment relationship. The Executive Director shall not have, nor shall the Executive Director hold himself out as having, any right, power or authority to create any contract or obligation on behalf of, in the name of, or binding upon the Corporation.

5. Legal Fees

In the event of any contest or dispute between the Corporation and the Executive Director with respect to this Agreement or the Executive Director's appointment hereunder, each of the parties shall be responsible for its respective legal fees and expenses.

6. Restrictive Covenants

The Executive Director agrees to execute and deliver to the Corporation, contemporaneously with the execution and delivery of this Agreement, the confidentiality and non-solicitation agreement annexed hereto as Schedule "A" (the "Restrictive Covenants Agreement"). Such Restrictive Covenants Agreement shall be deemed a material term of this Agreement.

7. Injunctive Relief

It is impossible to measure in money the damages that will accrue to the Corporation or any of its affiliates in the event that the Executive Director breaches any of the restrictive covenants set forth in the Restrictive Covenants Agreement (the "Restrictive Covenants"). In the event that the Executive Director breaches any such Restrictive Covenant, the Corporation or any of its affiliates shall be entitled to an injunction restraining the Executive Director from violating such Restrictive Covenant (without posting any bond), in addition to all other legal rights and remedies available to the Corporation. If the Corporation or any of its affiliates shall institute any action or proceeding to enforce any such Restrictive Covenant, the Executive Director hereby waives the claim or defense that the Corporation or any of its affiliates has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that the Corporation or any of its affiliates has an adequate remedy at law. The foregoing shall not prejudice the Corporation's or any of its affiliates' right to require the Executive Director to account for and pay over to the Corporation or any of its affiliates, and the Executive Director hereby agrees to account for and pay over, the compensation, profits, monies,

accruals or other benefits derived or received by the Executive Director as a result of any transaction constituting a breach of any of the Restrictive Covenants.

8. **Arbitration; Forum Selection**

- (a) Arbitration - If there is a disagreement or dispute between the parties with respect to this Agreement or the interpretation thereof, to the extent permitted by applicable law, such disagreement or dispute will be referred to binding arbitration to be conducted by a single arbitrator, if the Executive Director and the Corporation agree upon one, otherwise by three arbitrators appointed as hereinafter set out, pursuant to the provisions of the *Arbitrations Act 1991* (Ontario) and any amendments thereto, except as modified herein. A party who wishes to arbitrate shall give written notice of such intention to the other party (a “Notice of Intention”). The arbitrator shall be appointed by agreement of the Executive Director and the Corporation or, in default of agreement within ten (10) Business Days of service of the Notice of Intention, each of the Executive Director and the Corporation shall within five (5) Business Days of the expiry of the aforesaid ten (10) Business Day period, select one arbitrator and notify the other of its selection, with the third arbitrator to be chosen by the first two named arbitrators within five (5) Business Days of the expiry of the aforesaid five (5) Business Day period. If one of the parties does not so notify the other of its selection within the prescribed time, then the arbitrator selected by the other party in accordance with the above procedure shall be the sole arbitrator. The arbitration shall be held in a mutually agreed location and may be conducted virtually. The procedure to be followed shall be as agreed by the parties or, in default of agreement, determined by the arbitrator(s), provided, however, that depositions or examinations for discovery will not be allowed but information may be exchanged by other means. The parties will use their best efforts to ensure that the arbitration hearing is conducted no later than sixty (60) days after the arbitrator is, or arbitrators are, selected. The final decision of the arbitrator or arbitrators or any two of the three arbitrators will be furnished to the parties in writing and will constitute a conclusive determination of the issue in question, binding upon the parties, without right of appeal. The fees and expenses of the arbitration shall be in the discretion of the arbitrator(s). Judgment upon the award may be entered in any court of competent jurisdiction.
- (b) Forum Selection - The parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings and litigation between or among the parties or arising out of this Agreement not subject to the arbitration provision in Section

8(a) hereof shall be filed, tried and litigated only in a federal or provincial court located in the Province of Ontario. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such court and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such court.

9. Miscellaneous

- (a) The Executive Director acknowledges and agrees that the Executive Director has received and has the opportunity to receive good and valuable consideration for his agreement to the terms and conditions of this Agreement and its Schedules notwithstanding the retroactive Effective Date.
- (b) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Corporation:

Open Text Corporation
275 Frank Tompa Drive
Waterloo, Ontario
Canada N2L 0A1
Attention: Corporate Secretary

If to the Executive Director:

P. Thomas Jenkins 10 Market Street
Suite 187
George Town, Grand Cayman
Cayman Islands KY1-9006

or to such other addresses as any party hereto may designate by notice to the others.

- (c) This Agreement shall constitute the entire agreement among the parties hereto with respect to the Executive Director's appointment as Executive Chair hereunder and supersedes and is in full substitution for any and all prior understandings or agreements with respect to the Executive Director's appointment as Executive Chair.

- (d) This Agreement may be amended only by an instrument in writing signed by the parties hereto, and any provision hereof may be waived only by an instrument in writing signed by the party or parties against whom or which enforcement of such waiver is sought. The failure of any party hereto at any time to require the performance by any other party hereto of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party hereto of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement.
- (e) The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party.
- (f) The parties hereto hereby represent that they each have the authority to enter into this Agreement, and the Executive Director hereby represents to the Corporation that the execution of, and performance of duties under, this Agreement shall not constitute a breach of or otherwise violate any other agreement to which the Executive Director is a party. The Executive Director hereby further represents to the Corporation that he will not utilize or disclose any confidential information obtained by the Executive Director in connection with any former employment with respect to his duties and responsibilities hereunder.
- (g) The Executive Director represents that, as of the date of this Agreement, the Executive Director is not resident in Canada (within the meaning of the *Income Tax Act* (Canada)) and the Executive Director undertakes that, throughout the Term, the Executive Director will maintain his non-Canadian resident status and will not spend 183 days or more in Canada in any given year during the Term of this Agreement.
- (h) This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by the Executive Director. The Corporation shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation to assume this Agreement in the same manner and to the same extent that the Corporation would have been required to perform it if no such succession had taken place. As used in the Agreement, "the Corporation" shall mean both the Corporation as defined above and any such successor that assumes this Agreement, by operation of law or otherwise.

- (i) Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 9(i), be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Corporation shall be implied by the Corporation's forbearance or failure to take action.
 - (j) All fees and expense reimbursements described above are subject to applicable withholdings and other deductions as required or authorized by law with the intent to recognize non-Canadian resident status and non-American resident status for purposes of withholding taxes on the same basis as they apply to current Director compensation, specifically, application of current company practice of withholding taxes based on Canadian service days as a percentage of total service days for amounts paid in the year.
 - (k) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without reference to its principles of conflicts of law.
 - (l) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of a signature shall be deemed to be and have the effect of an original signature.
 - (m) The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.
10. **No Derogation** - Nothing herein derogates from any rights the Executive Director may have under applicable law, except as set out in this section. The parties agree that the rights and entitlements set out in this Agreement to be paid to the Executive Director are in full satisfaction of any rights or entitlements the Executive Director may have as against the subsidiaries, affiliates and associates of the Corporation as a result of the termination of his appointment with such subsidiaries, affiliates or associates.
11. **Currency** - All dollars referenced herein are in US dollars unless expressly provided to the contrary.
12. **Non-Disparagement** - Each of the parties to this Agreement covenants and agrees not to engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging,

deleterious or damaging to the integrity, reputation or goodwill of the other party, which for the purposes of the Corporation, includes its subsidiaries, affiliates or associates or its and their management. For the sake of clarity, nothing in this Section 12 shall prohibit statements or remarks made in the good faith performance of the Corporation or Executive Director's obligations under this Agreement or in accordance with applicable law.

13. **No Set-Off** - The existence of any claim, demand, action or cause of action of the Executive Director against the Corporation, whether or not based upon this Agreement, will not constitute a defense to the enforcement by the Corporation of any covenant or agreement of the Executive Director contained herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 11th day of August, 2025.

/s/ P. Thomas Jenkins

P. Thomas Jenkins

OPEN TEXT CORPORATION

By: /s/ David Fraser

Name: David Fraser

Title: Lead Director

Schedule "A"

Restrictive Covenants Agreement

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

I. Confidential Information. For purposes of this Agreement, the term "confidential information" means all information that is not generally known and which the undersigned obtained from Open Text Corporation or any affiliated company (collectively, the "Company"), or learns, discovers, develops, conceives or creates during the term of the undersigned's engagement by the Company pursuant to the Executive Chair Agreement effective as of August 11, 2025 between the Company and the undersigned (the "Executive Chair Agreement"), and which relates directly to the business or to assets of the Company. Confidential information includes, but is not limited to: inventions, discoveries, know-how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients and other information related thereto, financial data and information, business plans and processes, and any other information of the Company that the Company informs the undersigned, or which the undersigned should know by virtue of the undersigned's engagement pursuant to the Executive Chair Agreement or the circumstances in which it was learned, is to be kept confidential. Confidential information also includes information obtained by the Company in confidence from its vendors or its clients. Confidential information may or may not be labeled as "confidential". If the undersigned is unsure as to whether information is "confidential", the undersigned will ask the Chief Legal Officer of the Company for assistance. Confidential information does not include any information that has been made generally available to the public. It also does not include any general technical skills or general experience gained by the undersigned during the undersigned's engagement with the Company pursuant to the Executive Chair Agreement.

The undersigned understands that the Company has no objection to the undersigned using these skills and experience in any new business venture, consulting engagement, or employment following the cessation of the undersigned's engagement with the Company pursuant to the Executive Chair Agreement.

The undersigned recognizes and acknowledges that in the course of the undersigned's engagement and provision of services to the Company pursuant to the Executive Chair Agreement, the undersigned may obtain knowledge of confidential and proprietary information of a special and unique nature and value and may become familiar with trade secrets of the Company relating to the conduct and details of the Company's business. While the undersigned

provides services to the Company pursuant to the Executive Chair Agreement and for a period of three years following the cessation of the undersigned's engagement pursuant to the Executive Chair Agreement the undersigned agrees to:

A. keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company), and shall faithfully do all in the undersigned's power to assist the Company in holding in secrecy all of the Company's confidential information as defined above; and

B. keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company) any and all secrets or confidential information related to the Company's activities or affairs which the undersigned now knows or which are hereafter disclosed or made known to the undersigned or otherwise learned or acquired by the undersigned, including information respecting the business affairs, prospects, operations or strategic plans respecting the Company, which knowledge is gained by the undersigned pursuant to the undersigned's engagement with the Company pursuant to Executive Chair Agreement and which knowledge is not publicly available or disclosed.

The undersigned also expressly acknowledges that the undersigned and its representatives are expressly subject to the Company's Insider Trading Policy.

II. Agreement Not to Solicit.

A. The undersigned shall not, while the undersigned is engaged by the Company pursuant to the Executive Chair Agreement and for twelve (12) months thereafter (the "Restricted Period"), either on his own behalf or through, on behalf of or in conjunction with any other person or entity, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any employee or contractor of the Company to discontinue or alter their employment or engagement with the Company. Notwithstanding the foregoing, with respect to the portion of the Restricted Period that follows the termination of the undersigned's engagement, the terms "employee" and "contractor" refer only to those employees and contractors who the undersigned had business contact with during the twelve (12) months immediately preceding the termination of the engagement, or about which the undersigned learned confidential information.

B. The undersigned shall not, during the Restricted Period, either on his own behalf or through, on behalf of or in conjunction with any other person or entity, directly or indirectly, solicit business from any client or customer of the Company in an attempt to direct any such client or customer away from the Company or to discontinue or alter their business or relationship with the Company. Notwithstanding the foregoing, for the portion of the Restricted Period that follows the termination of the undersigned's engagement, the terms "client" and "customer" refer only to those clients and customers with which the undersigned had business contact during the twelve (12) months immediately preceding the termination of the engagement, or about which the undersigned learned confidential information.

III. Return of Documents. Upon the cessation of the undersigned's engagement with the Company pursuant to Executive Chair Agreement for any reason, the undersigned agrees to return to the Company all records, documents, memoranda, or other papers, copies or recordings, tapes, disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes as are in the possession or control of the undersigned. The undersigned acknowledges and agrees that all such items are strictly confidential and are the sole and exclusive property of the Company.

IV. General.

A. Nothing in this Agreement shall limit the Executive Director's fiduciary duties to the Company. The Executive Director represents and warrants that he has complied with and duties that he shall comply with all such duties for as long as they survive.

B. The undersigned further represent and warrant that the undersigned has not entered into any agreement with any previous or present client which would prevent the undersigned from accepting this engagement with the Company or which would prevent the undersigned from lawfully executing this Agreement.

C. All the provisions of this Agreement will be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with its terms.

D. This Agreement and all the rights and obligations arising herefrom shall be interpreted and applied in accordance with the laws of the Province of Ontario and in the courts of the Province of Ontario there shall be exclusive jurisdiction to determine all disputes relating to this

Agreement and all the rights and obligations created hereby. The undersigned hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

E. The undersigned acknowledges that its engagement by the Company pursuant to the Executive Chair Agreement is contingent on the undersigned's acceptance and observance of this Agreement, and that such engagement is adequate and sufficient consideration to bind the undersigned to all of the covenants and agreements made by it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the 11th day of August, 2025.

/s/ P. Thomas Jenkins

P. Thomas Jenkins

Schedule "B"

GENERAL RELEASE

1. Release of Claims and Waiver of Rights.

- (a) In consideration of any payments being provided to me under the Executive Chair Agreement effective as of August 11, 2025 (the "Executive Chair Agreement") between the undersigned and Open Text Corporation (the "Company"), as it may have been amended to the date hereof, those payments being good and valuable consideration, the adequacy and sufficiency of which are acknowledged by the undersigned (the "Payments"), I, P. Thomas Jenkins, on my own behalf and on behalf of my heirs, administrators, predecessors, successors and assigns (hereinafter individually and collectively referred to as the "Releasers"), do hereby release, remise and forever discharge the Company, its parent company, subsidiaries, partners, divisions, affiliates, associates and related companies, and each of their respective past and present officers, directors, agents, employees, predecessors, successors, assigns, administrators and heirs, benefit plans and/or committees (hereinafter individually and collectively referred to as the "Releasees") of and from all manner of actions, causes of action, applications, debts, dues, accounts, covenants, contracts, complaints, obligations, breaches of contract, acts, omissions, damages, costs, losses, fees, expenses, or any other claim connected with the Releasees' engagement or contract to perform services for the Releasees or the termination of such engagement or contract, which may include without limitation, any claims or complaints that could be made by the Releasers against the Releasees at common law or under any statute, as well as any remedies for losses, entitlements, liabilities, demands, rights of indemnity and all other claims and rights, whether known or unknown, which the Releasers ever had, now have or may in the future have against the Releasees arising in respect of any fact, matter or circumstance existing on or before the date of this General Release, which shall include without limiting the generality of the foregoing, in any way related to related to the undersigned's engagement (or termination of engagement) with the Company pursuant to the Executive Chair Agreement on or prior to the date on which this General Release is signed.
- (b) The terms "claims or complaints" (whether denominated claims, demands, causes of action, obligations, damages or liabilities) include, but are not limited to, any and all claims under any contract with the Company, claims of discrimination, breach of express or implied contract, libel, slander, intentional tort, claims for reinstatement, claims arising under any federal, state, provincial or local common or statutory law; claims for unpaid fees; or any other statutory claim before any state, provincial or federal court, tribunal or administrative agency, arising out of or in any way related to the undersigned's engagement by the

Company pursuant to the Executive Chair Agreement and the termination of that engagement. The undersigned will not file or permit to be filed on its behalf any such claim.

- (c) This General Release is for any relief, no matter how denominated, including, but not limited to, injunctive relief, compensatory damages, or punitive damages.
- (d) The Releasors agree not to make or continue any claim or complaint, or commence or continue any proceeding involving any entity, or any entity claiming through or under such entity, which might claim any relief, contribution or indemnity or other relief over against any of the Releasees. The Releasors further agree and acknowledge that any payment made to it by the Releasees is not an admission of liability or responsibility by the Releasees and that such liability or responsibility is expressly denied.
- (e) And for the said consideration, the Releasors further agree to save harmless and indemnify the Releasees from and against all claims, charges, taxes, interest, penalties or demands which may be made by the Canada Revenue Agency or other government agency requiring the Releasee to pay income tax, charges, remittances, interest or penalties under the *Income Tax Act*, the *Employment Insurance Act* or the *Canada Pension Plan Act* with respect to the payment of the above consideration or the payment of fees or other amounts paid to the Releasors as a result of any engagement or contract to perform services for the Releasees.
- (f) This General Release shall not apply to any rights in the nature of indemnification or payments under (i) applicable law, (ii) the charter, bylaws or operating agreements of the Company, (iii) any other previous and still active indemnification agreement, or (iv) applicable directors and officers insurance policies which the undersigned may have with respect to claims against it relating to or arising out of service on the boards of directors (or equivalent) of the Company or its affiliates. Furthermore, notwithstanding anything to the contrary contained in Section 1 of this General Release, the undersigned do not release any of the Releasees from the Company's obligation to timely provide the undersigned with all payments to which the undersigned is entitled pursuant to the terms of this Agreement, or any other obligations of the Company under this Agreement.
- (g) Nothing in this Agreement or otherwise limits the undersigned's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the Securities and Exchange Commission, the Ontario Securities Commission, any other federal, state, provincial or local governmental agency or commission ("Government Agency") regarding possible legal violations, without disclosure to the Company, provided, however that the undersigned is not authorized to disclose communications with counsel that were made for the purpose of receiving legal

advice or that contain legal advice or that are protected by the attorney work product or similar privilege. The Company may not retaliate against undersigned for any of these activities, and nothing in this Agreement requires the undersigned to waive any monetary award or other payment that the undersigned might become entitled to from the Securities and Exchange Commission, the Ontario Securities Commission or any other Government Agency.

2. Representations and Covenants. The undersigned hereby represents and agrees to all of the following:

- (a) The undersigned has carefully read this General Release.
- (b) The undersigned understands this General Release fully.
- (c) The undersigned is freely, voluntarily and knowingly releasing the Releasees in accordance with the terms contained above.
- (d) Before executing this General Release, the undersigned had twenty-one (21) days to consider his rights and obligations under this General Release.
- (e) The period of time the undersigned had to consider its rights and obligations under this General Release was reasonable.
- (f) Before signing this General Release, the undersigned was advised to consult with an attorney and given a reasonable period of time to do so and in executing this General Release have not relied on any representation or statement not set forth herein.
- (g) For a period of seven (7) days following the date on which the undersigned signs this General Release, the undersigned may revoke it. Any such revocation must be made in writing and received by the Corporate Secretary of the Company, by the seventh day following the date on which the undersigned signs this General Release. The Company's obligation to pay the consideration as set forth in Section 1 above shall not become effective or enforceable until this seven (7) day revocation period has expired without the undersigned having exercised its right to revoke.
- (h) There are no pending lawsuits, charges, dispute resolution proceedings, administrative proceedings or other claims of any nature whatsoever, that the undersigned has brought (and which are pending) against any Releasee, in any state, provincial or federal court, before any agency or other administrative body or in any other forum.

(i) The undersigned is not aware of any material violation of any laws or Company policies or procedures by a Company employee or officer that has not been reported to Company officials.

(j) If the undersigned violates its obligations under this Agreement and such violation causes material harm to the Company, the undersigned understand that, in addition to other relief to which the Company may be entitled, the Company shall be entitled to cease providing the payments provided to the undersigned pursuant to Section 1 above unless such violation is cured (if capable of being cured) within 30 days of notification by the Company to the undersigned of such violation (and, following such cure, all suspended payments shall be made in a single lump sum), and this General Release will remain in full force and effect.

(k) If the undersigned should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees with respect to any matter, cause or thing which is the subject of the release under Section 1 of this General Release, this General Release may be raised as a complete estoppel and bar to any such action, claim or proceeding, and the applicable Releasee may recover from the undersigned all costs incurred in connection with such action, claim or proceeding, including legal fees.

(l) If any provision of this General Release is declared illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provisions will immediately become null and void, leaving the remainder of this General Release in full force and effect.

(m) This General Release shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts of laws principles.

3. Agreed and Accepted. The undersigned agrees to the terms and conditions set out above.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the _____ day of _____, 2025.

P. Thomas Jenkins

Execution Version

CONSULTING AGREEMENT

THIS AGREEMENT (together with its schedules, referred to herein as the “Agreement”), is made between Open Text Corporation, a corporation incorporated under the laws of Canada (the “Corporation”), and South Sound Advisory, SEZC (“SSA”) and effective as of August 11, 2025 (the “Effective Date”).

WHEREAS, the Corporation and SSA mutually desire to enter into this Agreement (including, without limitation, the Restrictive Covenants Agreement (as defined below)) setting forth the terms and conditions, upon which SSA, through its designee, P. Thomas Jenkins (the “Service Provider”), shall provide services to the Corporation as Chief Strategy Officer of the Corporation commencing as of August 11, 2025;

AND WHEREAS SSA has contemporaneously executed and delivered the Restrictive Covenants Agreement set forth in Schedule “A”;

AND WHEREAS concurrently with the execution of this Agreement, the Service Provider is entering into an Executive Chair Agreement with the Corporation (the “Executive Chair Agreement”) pursuant to which he will serve as Executive Chair of the Board of Directors of the Corporation (the “Board”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Services

(a) During the Term (as defined in Section 4 hereof), SSA shall be engaged to, through the Service Provider, perform consulting services as Chief Strategy Officer of the Corporation in accordance with the terms and conditions of this Agreement and as may be assigned by the Corporation from time to time (the “Services”). SSA shall cause the Service Provider to perform the Services primarily from the Service Provider’s jurisdiction of residence, provided that the proper performance of the Services may require the Service Provider to engage in business travel from time to time.

(b) SSA shall cause the Services to be performed exclusively by the Service Provider and no other person. SSA, including the Service Provider, will have such duties and responsibilities as may be assigned by the Corporation from time to time in accordance with the terms hereof. SSA shall cause the Service Provider to perform the Services to the best of the Service Provider’s abilities, and in a timely and professional manner. SSA and the Service Provider shall at all times comply with applicable laws in the performance of the Services. SSA will be free to perform the Services at times and in whatever manner SSA or the Service Provider deems appropriate, provided that in performing the Services, Service Provider will act in a manner that is consistent with achieving the objectives of the Corporation and not in a manner that is detrimental to or conflicts with the business interests of the Corporation during the Term

of this Agreement. The Corporation acknowledges that SSA and the Service Provider may engage in other remunerative contracts, callings or occupations, provided that such other remunerative contract, calling or occupation does not conflict with the Corporation's business interests, and provided that SSA is not in breach of its obligations under this Agreement.

2. Relationship

It is understood that in agreeing to provide the Services under this Agreement, SSA and the Service Provider will be acting and will act at all times as independent contractors, and not as employees of the Corporation for any purpose whatsoever, including without limitation, for purposes relating to benefits, taxes, payments required by statute or any other withholdings or remittances to any governmental agency or authority. Neither this Agreement, the relationship created between the parties pursuant to this Agreement, nor any course of dealing between the parties is intended to create, or will create, an employment relationship, a joint venture, partnership or any similar relationship between the Corporation and SSA or the Service Provider. SSA and the Service Provider do not have, nor will SSA hold itself or the Service Provider out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Corporation, except as may be expressly delegated by the Board or any other duly authorized committee of the Board.

3. Fees and Expenses

(a) Base Fee. As compensation for the agreements made by SSA herein and the performance by SSA of the obligations hereunder (including, for greater certainty, through the Service Provider), the Corporation shall pay SSA a base fee at the rate of US\$75,000 per month commencing in the month ending August 31, 2025 through to the Term of this Agreement (the "Base Fee"). In order to receive the Base Fee, SSA must provide the Corporation with an invoice for each quarter in which the Services are performed and a Base Fee is payable promptly following the end of such quarter. The Base Fee in respect of such month shall be paid by the Corporation promptly following receipt of an invoice from SSA. The Base Fee in respect of the month ending August 31, 2025 shall not be prorated.

(b) Milestone Achievement Success Fees. SSA shall be eligible to receive a milestone achievement success fee (each, a "Milestone Achievement Success Fee") during each of the Corporation's fiscal years ended June 30, 2026, June 30, 2027 and June 30, 2028 (each, an "Applicable Fiscal Year") representing a total success fee opportunity in the amount of up to an aggregate of US\$3,500,000 in each Applicable Fiscal Year, based on and subject to the achievement of certain milestone events established by the Board relating to the achievement of the Corporation's strategic and business objectives (each, a "Milestone Event"), including the successful execution of key senior executive personnel and transition matters, successful execution of strategic M&A transaction opportunities, and enhancement of shareholder returns as outlined in the Corporation's press release dated August 11, 2025. The achievement of a Milestone Event and entitlement to receive the related Milestone Achievement Success Fee in respect of each Applicable Fiscal Year will be reviewed and approved by the Talent and Compensation Committee of the Board (the "TCC"). In order to receive a Milestone Achievement Success Fee, SSA must provide the Corporation with an invoice for each Milestone Event as achieved within the Applicable Fiscal Year in which the Services are performed and a

Milestone Achievement Success Fee will be determined as earned promptly by the TCC, within 30 days of receipt of the invoice, and payable promptly following the receipt of notice of such determination of the TCC, subject to the Corporation's standard policies and practices regarding related party transactions..

In the event that (i) a Change in Control (as defined below) occurs and (ii) SSA's Services and the Term are terminated by the Corporation pursuant to Section 4.ii hereof and SSA has been deprived in a manner outside of its control of the opportunity to achieve one or more of the Milestone Events, then the Corporation shall promptly pay two times the corresponding uncompleted Milestone Achievement Success Fees, as applicable, within thirty (30) days following the effective date of SSA's cessation of Services.

For purposes of this Agreement, a "Change in Control" shall mean the occurrence of any of the following events: (i) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation on a consolidated basis to any person or group of related persons for purposes of Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act" and a "Group," respectively); (ii) the approval by the holders of the outstanding voting power of the Corporation of any plan or proposal for the liquidation or dissolution of the Corporation; (iii) any person or Group shall become the beneficial owner (within the meaning of Section 13(d) of the Exchange Act), directly or indirectly, of shares representing more than 50% of the aggregate outstanding voting power of the Corporation and such person or Group actually has the power to vote such shares in any such election; (iv) the replacement of a majority of the Board over a twelve-month period from the directors who constituted the Board at the beginning of such period, and such replacement shall not have been approved by a vote of at least a majority of the Board then still in office who were members of such Board at the beginning of such period; or (v) consummation of a reorganization, merger, consolidation or similar transaction involving the Corporation and/or any entity controlled by the Corporation, or a sale or other disposition of substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any entity controlled by the Corporation (each, a "Business Combination") unless following such Business Combination the shareholders of the Corporation immediately prior to the Business Combination own at least 50% of the then-outstanding equity securities and of the combined voting power of the corporation or other entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such Business Combination, owns the Corporation or substantially all of the Corporation's assets either directly or through one or more subsidiaries).

(c) Reimbursement of Expenses. During the Term, the Corporation shall reimburse SSA for business expenses reasonably incurred by SSA in the performance of its duties and responsibilities under this Agreement and detailed in SSA's invoices.

(d) Consideration. In consideration of the SSA agreeing to the terms and conditions of and executing this Agreement, SSA shall receive a one-time fee payment of US\$175,000.

(e) The Corporation shall have no liability to SSA or the Service Provider for the services provided hereunder other than the amounts expressly set forth in this Agreement.

4. Term

(a) This Agreement will commence on the Effective Date and continue until it automatically terminates on the earlier of the following (the period from the Effective Date to the date of termination in accordance with this Section 4(a) referred to herein as the “Term”):

- i. the receipt by the Corporation of written notice of termination of the Agreement from SSA;
- ii. 90 days following receipt by SSA of written notice of termination of the Agreement from the Corporation;
- iii. the receipt by SSA of written notice of termination from the Corporation following any breach of a material term of this Agreement or any other misconduct by SSA or the Service Provider; or
- iv. the receipt by SSA of written notice of termination from the Corporation following SSA being unable to provide the Corporation with the services of the Service Provider in delivering the Services under this Agreement for a period that has extended for at least 30 days or if it is reasonably foreseeable that the Service Provider will be unable to deliver the Services under this Agreement for a period of at least 30 days.

(b) Upon the conclusion of the Term for any reason, the Corporation will pay to SSA (i) all unpaid Base Fees calculated to the last day of the Term; (ii) any unreimbursed allowable business expenses incurred prior to the conclusion of the Term; and (iii) any Milestone Achievement Success Fee which TCC has determined has been earned but remains unpaid as of the date of expiry of the Term. For certainty, SSA acknowledges and agrees that the nature of this Agreement excludes SSA from the benefit of any notice, pay in lieu of notice or termination or severance compensation mandated by employment standards legislation, the common law or otherwise. Further, for the avoidance of doubt, to the extent any Milestone Achievement Success Fee has not yet been earned prior the date of expiry of the Term, but is achieved following the Term, such Milestone Achievement Success Fee which TCC has determined has been earned in accordance with this Agreement may be payable by the Corporation to SSA notwithstanding the expiry of the Term in accordance with Section 3(b). Subject to the foregoing, there shall be no further liability or monies owed by the Corporation to SSA under this Agreement upon the termination of SSA’s engagement to provide services under this Agreement.

(c) Upon the conclusion of the Term for any reason, SSA shall deliver to the Corporation an executed copy of a release substantially in the form attached as Schedule “B” (the

“Release”) in exchange for payment by the Corporation to SSA of US\$100,000 (the “Release Payment”). Notwithstanding anything to the contrary in this Agreement, the obligation of the Corporation to make the Release Payment shall be subject to the condition that SSA has delivered to the Corporation an executed copy of the Release and that such Release has become effective, enforceable and irrevocable in accordance with its terms on the date that is no later than 30 days after the date of expiry of the Term.

5. Taxes

(a) The Corporation will be responsible to pay any applicable goods and services tax, harmonized sales tax, value added sales, use and other similar taxes (collectively, “Sales Taxes”) in addition to the Base Fees and any Milestone Achievement Success Fees, provided, however, that SSA will include on all invoices issued under Section 3(a) or Section 3(b) all prescribed information required by the Corporation to support its claims for input tax credits or refunds of such Sales Taxes.

(b) Without limiting the foregoing and subject to Sections 5(c) and 5(d), SSA acknowledges that SSA is solely responsible for the calculation, deduction and remittance of any Taxes (as defined herein) required in connection with, or arising from, the receipt of any Base Fees, Milestone Achievement Success Fees or any other amounts paid by the Corporation pursuant to this Agreement. For the purposes of this Agreement, “Taxes” will mean all federal, state, provincial, municipal and local taxes and other required statutory deductions and withholdings including, without limitation and as applicable, income taxes, sales taxes, employment insurance premiums, federal or provincial pension plan contributions, workplace safety and insurance or workers’ compensation premiums and employer health tax.

(c) Any Base Fees, Milestone Achievement Success Fees or any other amounts paid by the Corporation to SSA (or any delegate) pursuant to this Agreement shall be paid by the Corporation net of any applicable withholdings and other deductions as required by applicable law, including the *Income Tax Act* (Canada).

(d) Notwithstanding anything to the contrary herein, to the extent that an amount is payable to SSA, or any delegate (being a non-resident of Canada for purposes of the *Income Tax Act* (Canada)) in respect of services that are performed (i) inside Canada, such amount shall be subject to withholding as required by Regulation 105 under the *Income Tax Act* (Canada) (which is 15% as of the date hereof), or (ii) inside Québec, such amount shall be subject to withholding as required by Regulation 1015R8 of the *Taxation Act* (Québec) (which is an additional 9% as of the date hereof), provided that such withholding will be reduced in accordance with any withholding tax waiver issued by the Canada Revenue Agency or Revenue Québec in respect of amounts payable hereunder in a form and substance acceptable to the Corporation, acting reasonably. Any amount withheld hereunder will be remitted to the Receiver General for Canada or Minister of Revenue of Québec, as applicable for the account of such non-resident pursuant to the provisions of the *Income Tax Act* (Canada) or the *Taxation Act* (Québec), as applicable and the regulations thereunder. In any case where services are performed partly in Canada and partly

outside Canada or partly inside Quebec and partly outside Quebec, SSA shall separately invoice the amounts payable for services performed in Canada and/or Quebec, as applicable.

(e) In the event that any tax authority, for whatever reason, seeks from the Corporation or from any director, officer or employee of the Corporation, any Taxes arising directly from the payment of any Base Fees, Milestone Achievement Success Fees or other amounts paid by the Corporation pursuant to this Agreement, SSA agrees to indemnify and hold harmless the Corporation and any parent, subsidiary, affiliate, director, officer, employee or agent of the Corporation for the amount of any such Taxes (including any applicable interest and penalties on the Taxes).

6. Legal Fees

In the event of any contest or dispute between the Corporation and SSA with respect to this Agreement or SSA's engagement hereunder, each of the parties shall be responsible for its respective legal fees and expenses.

7. Restrictive Covenants

SSA agrees to execute and deliver to the Corporation, contemporaneously with the execution and delivery of this Agreement, the confidentiality and non-solicitation agreement annexed hereto as Schedule "A" (the "Restrictive Covenant Agreement"). Such Restrictive Covenant Agreement shall be deemed a material term of this Agreement.

8. Injunctive Relief

It is impossible to measure in money the damages that will accrue to the Corporation or any of its affiliates in the event that SSA breaches any of the restrictive covenants set forth in the Restrictive Covenant Agreement (the "Restrictive Covenants"). In the event that SSA breaches any such Restrictive Covenant, the Corporation or any of its affiliates shall be entitled to an injunction restraining SSA from violating such Restrictive Covenant (without posting any bond), in addition to all other legal rights and remedies available to the Corporation. If the Corporation or any of its affiliates shall institute any action or proceeding to enforce any such Restrictive Covenant, SSA hereby waives the claim or defense that the Corporation or any of its affiliates has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that the Corporation or any of its affiliates has an adequate remedy at law. The foregoing shall not prejudice the Corporation's or any of its affiliates' right to require SSA to account for and pay over to the Corporation or any of its affiliates, and SSA hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by SSA as a result of any transaction constituting a breach of any of the Restrictive Covenants.

9. Arbitration; Forum Selection

(a) Arbitration. If there is a disagreement or dispute between the parties with respect to this Agreement or the interpretation thereof, to the extent permitted by applicable law, such disagreement or dispute will be referred to binding arbitration to be conducted by a single arbitrator, if SSA and the Corporation agree upon one, otherwise by three arbitrators appointed as hereinafter set out, pursuant to the provisions of the *Arbitrations Act 1991* (Ontario) and any amendments thereto, except as modified herein. A party who wishes to arbitrate shall give written notice of such intention to the other party (a “Notice of Intention”). The arbitrator shall be appointed by agreement of SSA and the Corporation or, in default of agreement within ten (10) Business Days of service of the Notice of Intention, each of SSA and the Corporation shall within five (5) Business Days of the expiry of the aforesaid ten (10) Business Day period, select one arbitrator and notify the other of its selection, with the third arbitrator to be chosen by the first two named arbitrators within five (5) Business Days of the expiry of the aforesaid five (5) Business Day period. If one of the parties does not so notify the other of its selection within the prescribed time, then the arbitrator selected by the other party in accordance with the above procedure shall be the sole arbitrator. The arbitration shall be held in a mutually agreed location and may be conducted virtually. The procedure to be followed shall be as agreed by the parties or, in default of agreement, determined by the arbitrator(s), provided, however, that depositions or examinations for discovery will not be allowed but information may be exchanged by other means. The parties will use their best efforts to ensure that the arbitration hearing is conducted no later than sixty (60) days after the arbitrator is, or arbitrators are, selected. The final decision of the arbitrator or arbitrators or any two of the three arbitrators will be furnished to the parties in writing and will constitute a conclusive determination of the issue in question, binding upon the parties, without right of appeal. The fees and expenses of the arbitration shall be in the discretion of the arbitrator(s). Judgment upon the award may be entered in any court of competent jurisdiction.

(b) Forum Selection. The parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings and litigation between or among the parties or arising out of this Agreement or the relationship between SSA and the Corporation not subject to the arbitration provision in Section 9(a) hereof shall be filed, tried and litigated only in a federal or provincial court located in the Province of Ontario. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such court and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such court.

10. Miscellaneous

(a) SSA acknowledges and agrees that SSA has received and has the opportunity to receive good and valuable consideration for its agreement to the terms and conditions of this Agreement (including its Schedules) notwithstanding the retroactive Effective Date.

(b) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Corporation:
Open Text Corporation
275 Frank Tompa Drive
Waterloo, Ontario
Canada N2L 0A1
Attention: Corporate Secretary

If to SSA:
South Sound Advisory, SECZ
10 Market Street
Suite 187
George Town, Grand Cayman
Cayman Islands KY1-9006

or to such other addresses as any party hereto may designate by notice to the others.

(c) This Agreement shall constitute the entire agreement among the parties hereto with respect to SSA's engagement hereunder and supersedes and is in full substitution for any and all prior understandings or agreements with respect to SSA's engagement.

(d) This Agreement may be amended only by an instrument in writing signed by the parties hereto, and any provision hereof may be waived only by an instrument in writing signed by the party or parties against whom or which enforcement of such waiver is sought. The failure of any party hereto at any time to require the performance by any other party hereto of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party hereto of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement.

(e) The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party.

(f) The parties hereto hereby represent that they each have the authority to enter into this Agreement, and SSA hereby represents to the Corporation that the execution of, and

performance of duties under, this Agreement shall not constitute a breach of or otherwise violate any other agreement to which SSA is a party.

(g) This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by SSA. The Corporation shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation to assume this Agreement in the same manner and to the same extent that the Corporation would have been required to perform it if no such succession had taken place. As used in the Agreement, "the Corporation" shall mean both the Corporation as defined above and any such successor that assumes this Agreement, by operation of law or otherwise.

(h) Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 10(h), be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Corporation shall be implied by the Corporation's forbearance or failure to take action.

(i) All fees and expense reimbursements described above are subject to applicable withholdings and other deductions as required or authorized by law.

(j) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without reference to its principles of conflicts of law.

(k) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of a signature shall be deemed to be and have the effect of an original signature.

(l) The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

11. Return of Materials

All files, forms, brochures, books, materials, written correspondence, memoranda, documents, manuals, computer disks, software products and lists (including lists of customers, suppliers, products and prices) pertaining to the business of the Corporation or any of its subsidiaries, affiliates, and associates that may come into the possession or control of SSA or its affiliates, employees or representatives shall at all times remain the property of the Corporation or such subsidiary, affiliate or associate of the Corporation, as the case may be. On the expiry of the Term for any reason, SSA agrees to deliver promptly to the Corporation all such property of

the Corporation in the possession of or directly or indirectly under the control of SSA or any of its affiliates, employees or representatives. SSA agrees not to make, for its business use or that of any other person, reproductions or copies of any such property or other property of the Corporation.

12. Currency

All dollars referenced herein are in US dollars unless expressly provided to the contrary.

13. Non-Disparagement

Each of the parties to this Agreement covenants and agrees not to engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which for the purposes of the Corporation, includes its subsidiaries, affiliates or associates or its and their management. For the sake of clarity, nothing in this Section 13 shall prohibit statements or remarks made in the good faith performance of the Corporation or SSA's obligations under this Agreement or in accordance with applicable law.

14. No Set-Off

The existence of any claim, demand, action or cause of action of SSA against the Corporation, whether or not based upon this Agreement, will not constitute a defense to the enforcement by the Corporation of any covenant or agreement of SSA contained herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 11th day of August, 2025.

SOUTH SOUND ADVISORY, SEZC

By: /s/ P. Thomas Jenkins
Name: P. Thomas Jenkins
Title: Director

OPEN TEXT CORPORATION

By: /s/ David Fraser
Name: David Fraser
Title: Lead Director

Schedule "A"

Restrictive Covenants Agreement

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

I. Confidential Information. For purposes of this Agreement, the term "confidential information" means all information that is not generally known and which the undersigned or its affiliates, employees or representatives, including, without limitation, P. Thomas Jenkins (collectively, the "Representatives") obtained from Open Text Corporation or any affiliated company (collectively, the "Company"), or learns, discovers, develops, conceives or creates during the term of the undersigned's engagement by the Company pursuant to the Consulting Agreement effective as of August 11, 2025 between the Company and the undersigned (the "Consulting Agreement"), and which relates directly to the business or to assets of the Company. Confidential information includes, but is not limited to: inventions, discoveries, know-how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients and other information related thereto, financial data and information, business plans and processes, and any other information of the Company that the Company informs the undersigned or its Representatives, or which the undersigned or its Representatives should know by virtue of the undersigned's engagement pursuant to the Consulting Agreement or the circumstances in which it was learned, is to be kept confidential. Confidential information also includes information obtained by the Company in confidence from its vendors or its clients. Confidential information may or may not be labeled as "confidential". If the undersigned or its Representatives are unsure as to whether information is "confidential", the undersigned will ask the Chief Legal Officer of the Company for assistance. Confidential information does not include any information that has been made generally available to the public. It also does not include any general technical skills or general experience gained by the undersigned or its Representatives during the undersigned's engagement with the Company pursuant to the Consulting Agreement.

The undersigned understands that the Company has no objection to the undersigned or its Representatives using these skills and experience in any new business venture, consulting engagement or employment following the cessation of the undersigned's engagement with the Company pursuant to the Consulting Agreement.

The undersigned recognizes and acknowledges that in the course of the undersigned's engagement and provision of services to the Company pursuant to the Consulting Agreement, the undersigned or its Representatives may obtain knowledge of confidential and proprietary

information of a special and unique nature and value and may become familiar with trade secrets of the Company relating to the conduct and details of the Company's business. While the undersigned provides services to the Company pursuant to the Consulting Agreement and for a period of three years following the cessation of the undersigned's engagement pursuant to the Consulting Agreement the undersigned agrees to, and to cause its Representatives to:

A. keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company), and shall faithfully do all in the undersigned's power to assist the Company in holding in secrecy all of the Company's confidential information as defined above; and

B. keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company) any and all secrets or confidential information related to the Company's activities or affairs which the undersigned or its Representatives now know or which are hereafter disclosed or made known to the undersigned or its Representatives or otherwise learned or acquired by the undersigned or its Representatives, including information respecting the business affairs, prospects, operations or strategic plans respecting the Company, which knowledge is gained by the undersigned or its Representatives pursuant to the undersigned's engagement with the Company pursuant to the Consulting Agreement and which knowledge is not publicly available or disclosed.

The undersigned also expressly acknowledges that SSA and its Representatives are expressly subject to the Company's Insider Trading Policy.

II. Agreement Not to Solicit.

A. The undersigned shall not, and shall cause its Representatives not to, while the undersigned is engaged by the Company pursuant to the Consulting Agreement and for twelve (12) months thereafter (the "Restricted Period"), either on the undersigned's own behalf or through, on behalf of or in conjunction with any other person or entity, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any employee or contractor of the Company to discontinue or alter their employment or engagement with the Company. Notwithstanding the foregoing, with respect to the portion of the Restricted Period that follows the termination of the undersigned's engagement, the terms "employee" and "contractor" refer only to those employees and contractors who the undersigned or any of its

Representatives had business contact with during the twelve (12) months immediately preceding the termination of the engagement, or about which the undersigned or any of its Representatives learned confidential information.

B. The undersigned shall not, and shall cause its Representatives not to, during the Restricted Period, either on the undersigned's own behalf or through, on behalf of or in conjunction with any other person or entity, directly or indirectly, solicit business from any client or customer of the Company in an attempt to direct any such client or customer away from the Company or to discontinue or alter their business or relationship with the Company. Notwithstanding the foregoing, for the portion of the Restricted Period that follows the termination of the undersigned's engagement, the terms "client" and "customer" refer only to those clients and customers with which the undersigned or any of its Representatives had business contact during the twelve (12) months immediately preceding the termination of the engagement, or about which the undersigned or any of its Representatives learned confidential information.

III. Return of Documents. Upon the cessation of the undersigned's engagement with the Company pursuant to the Consulting Agreement for any reason, the undersigned agrees to, and to cause its Representatives to, return to the Company all records, documents, memoranda, or other papers, copies or recordings, tapes, disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes as are in the possession or control of the undersigned or its Representatives. The undersigned acknowledges and agrees that all such items are strictly confidential and are the sole and exclusive property of the Company.

IV. General.

A. The undersigned further represent and warrant that the undersigned has not entered into any agreement with any previous or present client which would prevent the undersigned from accepting this engagement with the Company or which would prevent the undersigned from lawfully executing this Agreement.

B. All the provisions of this Agreement will be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with its terms.

C. This Agreement and all the rights and obligations arising herefrom shall be interpreted and applied in accordance with the laws of the Province of Ontario and in the courts of the Province

of Ontario there shall be exclusive jurisdiction to determine all disputes relating to this Agreement and all the rights and obligations created hereby. The undersigned hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

D. The undersigned acknowledges that its engagement by the Company pursuant to the Consulting Agreement is contingent on the undersigned's acceptance and observance of this Agreement, and that such engagement is adequate and sufficient consideration to bind the undersigned to all of the covenants and agreements made by it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned and the Company have executed this Agreement effective as of the 11th day of August, 2025.

SOUTH SOUND ADVISORY, SEZC

By: /s/ P. Thomas Jenkins
Name: P. Thomas Jenkins
Title: Director

OPEN TEXT CORPORATION

By: /s/ David Fraser
Name: David Fraser
Title: Lead Director

Schedule “B”

GENERAL RELEASE

1. Release of Claims and Waiver of Rights.

(a) In consideration of any payments being provided to the undersigned under the Consulting Agreement effective as of August 11, 2025 (the “Consulting Agreement”) between the undersigned and Open Text Corporation (the “Company”), as it may have been amended to the date hereof, those payments being good and valuable consideration, the adequacy and sufficiency of which are acknowledged by the undersigned (the “Payments”), South Sound Advisory, SECZ, on its own behalf and on behalf of its present and past parents, subsidiaries, affiliates and associates, its and their successors and assigns and its and their respective present or past officers, directors, managers, supervisors, employees, shareholders, attorneys, advisors, agents and representatives, heirs, administrators and predecessors (“hereinafter collectively referred to as the “Releasers”), do hereby release, remise and forever discharge the Company, its parent company, subsidiaries, partners, divisions, affiliates and related companies, and each of their respective past and present officers, directors, agents, employees, predecessors, successors, assigns, administrators and heirs, benefit plans and/or committees (hereinafter individually and collectively referred to as the “Releasees”) of and from all manner of actions, causes of action, applications, debts, dues, accounts, covenants, contracts, complaints, obligations, breaches of contract, acts, omissions, damages, costs, losses, fees, expenses, or any other claim connected with the Releasees’ engagement or contract to perform services for the Releasees or the termination of such engagement or contract, which may include without limitation, any claims or complaints that could be made by the Releasers against the Releasees at common law or under any statute, as well as any remedies for losses, entitlements, liabilities, demands, rights of indemnity and all other claims and rights, whether known or unknown, which the Releasers ever had, now have or may in the future have against the Releasees arising in respect of any fact, matter or circumstance existing on or before the date of this General Release, which shall include without limiting the generality of the foregoing, matters in any way related to related to the undersigned’s engagement (or termination of engagement) with the Company pursuant to the Consulting Agreement on or prior to the date on which this General Release is signed.

(b) The terms “claims” or “complaints” (whether denominated claims, demands, causes of action, obligations, damages or liabilities) include, but are not limited to, any and all claims under any contract with the Company, claims of discrimination, breach of express or implied contract, libel, slander, intentional tort, claims arising under any federal, state, provincial or local common or statutory law; claims for unpaid fees; or any other common law or statutory claim

before any state, provincial or federal court, tribunal or administrative agency arising out of or in any way related to the undersigned's engagement by the Company pursuant to the Consulting Agreement and the termination of that engagement. The undersigned will not file or permit to be filed on its behalf any such claim.

(c) This General Release is for any relief, no matter how denominated, including, but not limited to, injunctive relief, compensatory damages, or punitive damages.

(d) The Releasors agree not to make or continue any claim or complaint, or commence or continue any proceeding involving any entity, or any entity claiming through or under such entity, which might claim any relief, contribution or indemnity or other relief over against any of the Releasees. The Releasors further agree and acknowledge that any payment made to it by the Releasees is not an admission of liability or responsibility by the Releasees and that such liability or responsibility is expressly denied.

(e) For the said consideration, the Releasors further agree to save harmless and indemnify the Releasees from and against all claims, charges, taxes, interest, penalties or demands which may be made by the Canada Revenue Agency or other government agency requiring the Releasee to pay income tax, charges, remittances, interest or penalties under the *Income Tax Act*, the *Employment Insurance Act* or the *Canada Pension Plan Act* with respect to the payment of the above consideration or the payment of fees or other amounts paid to the Releasors as a result of any engagement or contract to perform services for the Releasees.

(f) This General Release shall not apply to any rights in the nature of indemnification or payments under (i) applicable law, (ii) the charter, bylaws or operating agreements of the Company, (iii) any other previous and still active indemnification agreement or (iv) applicable directors and officers insurance policies which the undersigned's representatives may have with respect to claims against such representatives relating to or arising out of service on the boards of directors (or equivalent) of the Company or its affiliates. Furthermore, notwithstanding anything to the contrary contained in this Section 1 of this General Release, the undersigned do not release any of the Releasees from the Company's obligation to timely provide the undersigned with all payments to which the undersigned is entitled pursuant to the terms of this Agreement, or any other obligations of the Company under this Agreement.

(g) Nothing in this Agreement or otherwise limits the undersigned's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the Securities and Exchange Commission, the Ontario Securities Commission, any other federal, state, provincial or local governmental agency or commission ("Government Agency") regarding possible legal violations, without disclosure to

the Company, provided, however that the undersigned is not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. The Company may not retaliate against undersigned for any of these activities, and nothing in this Agreement requires the undersigned to waive any monetary award or other payment that the undersigned might become entitled to from the Securities and Exchange Commission, any securities commission or regulatory authority of a province or territory of Canada or any other Government Agency.

2. Representations and Covenants. The undersigned hereby represents and agrees to all of the following:

- (a) The undersigned has carefully read this General Release.
- (b) The undersigned understands this General Release fully.
- (c) The undersigned is freely, voluntarily and knowingly releasing the Releasees in accordance with the terms contained above.
- (d) Before executing this General Release, the undersigned had twenty-one (21) days to consider its rights and obligations under this General Release.
- (e) The period of time the undersigned had to consider its rights and obligations under this General Release was reasonable.
- (f) Before signing this General Release, the undersigned was advised to consult with an attorney and given a reasonable period of time to do so and in executing this General Release have not relied on any representation or statement not set forth herein.
- (g) For a period of seven (7) days following the date on which the undersigned signs this General Release, the undersigned may revoke it. Any such revocation must be made in writing and received by the Corporate Secretary of the Company, by the seventh day following the date on which the undersigned signs this General Release. The Company's obligation to pay the consideration as set forth in Section 1 above shall not become effective or enforceable until this seven (7) day revocation period has expired without the undersigned having exercised its right to revoke.
- (h) There are no pending lawsuits, charges, dispute resolution proceedings, administrative proceedings or other claims of any nature whatsoever, that the undersigned has brought (and

which are pending) against any Releasee, in any state, provincial or federal court, before any agency or other administrative body or in any other forum.

(i) The undersigned is not aware of any material violation of any laws or Company policies or procedures by a Company employee or officer that has not been reported to Company officials.

(j) If the undersigned violates its obligations under this Agreement and such violation causes material harm to the Company, the undersigned understand that, in addition to other relief to which the Company may be entitled, the Company shall be entitled to cease providing the Payments provided to the undersigned pursuant to Section 1 above unless such violation is cured (if capable of being cured) within 30 days of notification by the Company to the undersigned of such violation (and, following such cure, all suspended payments shall be made in a single lump sum), and this General Release will remain in full force and effect.

(k) If the undersigned should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees with respect to any matter, cause or thing which is the subject of the release under Section 1 of this General Release, this General Release may be raised as a complete estoppel and bar to any such action, claim or proceeding, and the applicable Releasee may recover from the undersigned all costs incurred in connection with such action, claim or proceeding, including legal fees.

(l) If any provision of this General Release is declared illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provisions will immediately become null and void, leaving the remainder of this General Release in full force and effect.

(m) This General Release shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts of laws principles.

4. Agreed and Accepted. The undersigned agrees to the terms and conditions set out above.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the _____ day of _____, 2025.

SOUTH SOUND ADVISORY, SEZC

By:

Name: P. Thomas Jenkins

Title: Director

