

claim or be paid by the Purchaser any amount not specified in the Purchase Order.

- 10.2 On the Delivery Date or Completion Date, or if the Purchase Order states that progress payments apply, at intervals of not less than 1 month, the Supplier may submit an valid

must give the Purchaser all assistance that it requires to take any action or bring any proceedings in relation to any act or omission giving rise to a breach under this **clause 12**.

- 12.5 If the Supplier becomes aware of a breach of this **clause 12** including a breach of duty of its Personnel with respect to any Confidential Information, it must: (a) notify the Purchaser as soon as it becomes aware of the breach, and in any case no longer than forty-eight (48) hours following its awareness of such breach; and (b) promptly provide the Purchaser with any information or assistance which it may reasonably request.
- 12.6 Upon request by the Purchaser, the Supplier must: (a) promptly return to the Purchaser, or at the election of Purchaser, destroy all Confidential Information, subject to legally required archival requirements and Supplier's standard data backup procedures; and (b) deliver to the Purchaser a certificate signed by a duly authorised representative certifying compliance with the provisions of this **clause 12.6** no later than 10 Business Days after receiving a request from the Purchaser to do so.
- 12.7 The return, destruction or deletion of Confidential Information in accordance with **clause 12.6** does not release the Supplier from its obligations under the Contract.

13 Personal Information Protection

To the extent that the Supplier has had or will have access to Confidential Information of Purchaser and/or its customers, the Supplier agrees to:

- a) comply with applicable Privacy Law in 9

requirements, and adjust current use of cyphers and protocols accordingly. The Supplier agrees that encryption shall be implemented using measures no less protective than FIPS- 140-2 compliant algorithms and a 2048-bit RSA key and/or and SHA256 based hashing algorithms for all data in transit or data accessed from private or public points of access. All data stored at rest shall be encrypted utilizing at least AES 256 bit encryption;

- g) comply with Purchaser's privacy policies and enter into further agreements as reasonably requested by Purchaser to comply with applicable Privacy Laws
- h) not to transfer such Personal Data to another country outside of the country of the Purchaser or not to engage any sub-processors in the performance of the Services, unless authorised in writing by Purchaser and subject to a written agreement imposing the same obligations on such sub-processor as set out in this Contract. Where applicable, in the event that the Services provided by Supplier involves a transfer of Purchaser's and/or its customer's Personal Data outside of the European Economic Area, transfer the Personal Data only if at least one of the following conditions are satisfied: (i) the Personal Data is transferred to a country which is recognised by the European Commission as providing an adequate level of protection in relation to the Personal Data that is transferred; or (ii) a processing agreement which incorporates the standard model contractual clauses for data transfers approved by the European Commission is executed between the applicable parties within 90 days following execution of this Contract;
- i) promptly notify Purchaser of (i) any failure to comply with Purchaser's

instructions concerning the Personal Data, (ii) any suspected or actual breach of this Section, (iii) any disclosure, except as permitted hereunder, or request for disclosure of Personal Data to a third party and (iv) any inquiry from a third party concerning the Personal Data; and, (v) any change in Local Law that would render Supplier unable to comply with this Section;

- j) on termination of the Agreement, return or permanently delete all copies of such personal data to Purchaser, as directed by Purchaser, and certify compliance with this obligation in writing to Purchaser. Such certification of compliance to be signed by a signing officer of Supplier.

13.2 Supplier agrees that individuals may be entitled under applicable law to enforce the provisions of this **clause 13** as a third-party beneficiary against Supplier with respect to

- 14.2 **Termination for cause.** Either party may terminate a Contract immediately by giving written notice to other party if: (a) the other party commits a breach of the Contract which is capable of remedy, and fails to remedy that breach within 10 Business Days from the date the first party notifies the other party of the breach; (b) the other party commits a material breach of any of its obligations under the Contract, which is not capable of remedy; or

19 Dispute resolution

- 19.1 If a dispute arises in relation to any part of the Contract (**Dispute**), each party must not commence any court proceedings relating to the Dispute unless it has complied with the provisions of this **clause 19**, except to seek urgent interlocutory relief.
- 19.2 A party claiming that a Dispute has arisen must promptly notify the other party in writing giving details of the Dispute and the parties must use reasonable endeavours to resolve any Dispute notified in accordance with **clause 19.2**.
- 19.3 If the parties fail to resolve the Dispute within 20 Business Days of a party receiving a notice in accordance with **clause 19.2**, each party must refer the Dispute to its respective Managing Director (or a similarly senior person) and ensure that its representative uses reasonable endeavours to resolve the Dispute.
- 19.4 If the parties are not able to resolve the Dispute in accordance with **clause 19.3** within 20 Business Days, either party may immediately refer the Dispute to the alternative dispute resolution centre nearest **ADR Centre** for mediation first and only then, if not successful, for arbitration in accordance with **clause 21.11** and the parties will use reasonable endeavours to resolve the Dispute following the rules specified by the ADR Centre.
- 19.5 Each party must bear its own costs in relation to complying with this **clause 19**, except for the costs and expenses of the mediation, which will be borne by the parties equally.

20 Notices

- 20.1 Any notice, approval or consent required to be given under this agreement must be in writing (in English) and must be delivered by hand, prepaid post, or electronic mail to the address of the party set out in the Purchase Order or an alternate address as may be advised by the other party from time to time.
- 20.2 Notice will be considered to have been received: (a) if sent by hand, when left at the address of the recipient; (b) if sent by prepaid post, 3 Business Days (if posted to an address in the same Country) or 10 Business Days (if posted from one Country to another) after the date of posting; or (c) if sent by electronic mail, on the day of transmission as evidenced by an electronic communication transmission record; but if a notice is served by hand, or is received by the recipient by electronic mail, on a day that is not a Business Day, or after 5:00 pm (recipient's local time) on a Business Day, the notice will be considered to have been received by the recipient at 9.00 am (recipient's local time) on the next Business Day.

21 General Provisions

- 21.1 **Assignment.** The Purchaser may assign or transfer its rights or obligations under the Contract without the prior written consent of the Supplier. The Supplier may not assign or transfer its rights or obligations under the Contract without the prior written consent of the Purchaser.
- 21.2 **Indirect Loss.** To the extent permitted by applicable Local Law, the Purchaser is not liable to Supplier or to any other party for: (a) any indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages; (b) any lost sales, lost revenue, lost profits; or (c) any loss not arising naturally and not arising according to

the usual course of things, from the relevant breach or acts or omissions.

- 21.3 **Conflict of Interest.** The Purchaser undertakes and warrants that: (a) no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract; (b) during the course of the Contract, it will not engage in any activity likely to compromise its ability to perform its obligations under the Contract fairly and independently. The Supplier must immediately disclose to the Purchaser any activity which constitutes or may constitute a conflict of interest; and that its Personnel will not engage in any activity or obtain any interest likely to conflict with or restrict the Supplier in performing its obligations under the Contract fairly and independently. The Supplier must immediately disclose to the Purchaser any such activity

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Purchase Order Terms (Australia

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