

RE 8/27/10

08-27-2010



ET

To the Director of the U.S. Patent and

103605599

documents or the new address(es) below.

1. Name of conveying party(ies)

NSTEIN TECHNOLOGIES INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 22, 2010

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Acquisition Agreement

2. Name and address of receiving party(ies)

Name: OPEN TEXT CORPORATION

Internal Address: _____

Street Address: 275 Frank Tompa Drive

City: Waterloo, Ontario

State: _____

Country: Canada N2L OAI Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/637,701 (OPEN 1530)

B. Patent No.(s)

7,356,461 (OPEN1520-2)

Document ID 103602634

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sprinkle IP Law Group (Cust. No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas Zip: 78705

Phone Number: 512-637-9220

Fax Number: 512-371-9088

Email Address: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

[XX] \$80.00 fee was previously charged to the deposit account. See Document ID #103602433 (copy attached).

Deposit Account Number: 503183

Authorized User Name: Katharina W. Schuster

9. Signature:

Katharina W. Schuster
Signature

Aug. 24, 2010
Date

Katharina W. Schuster, Reg. No. 50,000

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

148

OPEN TEXT CORPORATION

-and-

9218-8150 QUÉBEC INC.

-and-

NSTEIN TECHNOLOGIES INC.

ACQUISITION AGREEMENT

February 22, 2010

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ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT dated as of February 22, 2010,

B E T W E E N:

OPEN TEXT CORPORATION, a corporation existing under the laws of Canada ("**Open Text**")

- and -

9218-8150 QUÉBEC INC., a corporation existing under the laws of the Province of Québec ("**Subco**")

- and -

NSTEIN TECHNOLOGIES INC., a corporation existing under the laws of the Province of Québec ("**Nstein**" or the "**Company**")

WHEREAS upon the terms and subject to the conditions of this Acquisition Agreement, the Parties hereto intend to propose the Amalgamation;

AND WHEREAS certain directors and officers of Nstein and certain Nstein Shareholders have entered into voting agreements with Open Text to vote their Nstein Shares in favour of the Amalgamation Resolution (the "**Nstein Voting Agreements**");

AND WHEREAS Nstein wishes to support and facilitate the Amalgamation on the terms and subject to the conditions set forth in this Acquisition Agreement and the Board has concluded that it is in the best interests of Nstein Shareholders to consummate the Amalgamation, on the terms and subject to the conditions set forth in this Acquisition Agreement, in which Nstein would amalgamate with Subco, and the Board has unanimously approved this Acquisition Agreement and intends to recommend that the Amalgamation By-law be approved by the Nstein Shareholders, on the terms and subject to the conditions of this Acquisition Agreement;

AND WHEREAS the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Amalgamation and also to prescribe various conditions to the Amalgamation;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1

Definitions

In this Acquisition Agreement, unless the context otherwise requires:

“Acquisition Proposal” means any merger, business combination, amalgamation, take-over bid, tender offer, arrangement, recapitalization, liquidation, dissolution, share exchange, material sale of assets (or any lease, license agreement, technology partnering arrangement or other arrangement having the same economic effect as a material sale of assets), any material sale of securities of Nstein or rights or interests therein or thereto, or similar transactions involving Nstein and/or its Subsidiaries, or a proposal or offer to do so, or any modification or proposed modification of any of the foregoing, excluding the Amalgamation or any transaction to which Open Text or a Subsidiary of Open Text is a party;

“affiliate” has the meaning ascribed thereto in Section 1.2 of *Regulation 45 106 – Prospectus and Registration Exemptions* as in effect on the date hereof;

“Amalco” means the amalgamated company resulting from the amalgamation of Nstein and Subco pursuant to the Amalgamation Agreement;

“Amalco Common Share” means a common share in the share capital of Amalco having the rights, privileges, restrictions and conditions set forth in the articles of amalgamation appended as Schedule A of the Amalgamation Agreement;

“Amalco Redeemable Preferred Share” means a redeemable preferred share in the share capital of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule A of the Amalgamation Agreement;

“Amalgamation” means the amalgamation of Nstein and Subco pursuant to section 123.115 of the QCA on the terms and conditions set out in the Amalgamation Agreement, subject to any amendments or variations thereto made in accordance with section 2.6 hereof and the provisions of the Amalgamation Agreement;

“Amalgamation Agreement” means the amalgamation agreement substantially in the form attached hereto as Exhibit B;

“Amalgamation By-law” means Nstein by-law no. 2010-1 dated the date hereof relating to the Amalgamation appended as Exhibit A;

“Amalgamation Resolution” means the resolution of the holders of Nstein Shares confirming the Amalgamation By-law relating to the Amalgamation in accordance with the requirements of the QCA, to be substantially in the form of Schedule A of the Amalgamation By-law attached hereto, as it may be amended from time to time as agreed to by the Parties;

“Ancillary Software IP” means all written or electronic data, documentation, and materials that explain the structure or use of Software or that were used in the development of Software or are used in the operation of the Software including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables and databases;

“Articles of Amalgamation” means the articles of amalgamation of Amalco in respect of the Amalgamation required to be filed with the Enterprise Registrar pursuant to section 123.118 of the QCA;

“Bankruptcy and Equity Exception” has the meaning given to it in Section 3.1(d);

“Baseline Financials” has the meaning given to it in Section 3.1(f);

“Benefit Agreements” has the meaning given to it in Section 3.1(g);

“Benefit Plans” has the meaning given to it in Section 3.1(k);

“Board” means the board of directors of Nstein;

“Business Day” means any day, other than a Saturday, a Sunday and a statutory holiday in Toronto, Ontario, Canada or in Montréal, Québec, Canada;

“Cash Proceeds per Share” shall mean \$0.65 cash;

“Certificate of Amalgamation” means the certificate of amalgamation to be issued by the Enterprise Registrar in accordance with section 123.119 of the QCA;

“Charter Documents” means articles and by-laws and similar constating documents of a corporation;

“Closing Date” means the earlier of: (a) the date that is three Business Days after the satisfaction or waiver (subject to applicable Laws) of the conditions set forth in Article 6 (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until immediately prior to the Effective Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Effective Date); (b) the date that is the day prior to the Outside Date, provided that the conditions set forth in Article 6 have been satisfied or, where permitted, waived (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until immediately prior to the Effective Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Effective Date); and (c) such date as mutually agreed in writing by the Company and Open Text;

“Commonly Controlled Entity” has the meaning given to it in Section 3.1(k);

“Confidentiality Agreement” means the confidentiality agreement dated as of November 27, 2009 between Open Text and Nstein;

“Contract” means any loan or credit agreement, bond, debenture, note, mortgage, indenture, Guarantee, lease or other contract, commitment, agreement, instrument, arrangement, obligation, undertaking or license, whether oral or written (each, including all amendments thereto);

“CSA” means the Canadian Securities Administrators;

“CSA Documents” has the meaning given to it in Section 3.1(f);

“Customer Contract” means (a) any Contract with a customer of Nstein or any of its Subsidiaries who is currently active on maintenance or support or has been since January 1, 2008, (b) any Contract with a customer of Nstein or any of its Subsidiaries who has paid royalties since January 1, 2008, or under which Contract royalties are payable, to Nstein or any of its Subsidiaries, or (c) any Contract with Nstein or any of its Subsidiaries with a customer or other third party which includes end user license contracts, contracts for services, hosting, maintenance and support, contracts that transfer ownership of any intellectual property rights, contracts that give end users rights to source code, contracts that allow software to be licensed as a service bureau, contracts with end users that are known as “click wrap” and or “shrink wrap”;

“Depository” means CIBC Mellon Trust Company or any other depository agreed by the Parties hereto;

“Derivative Work” means a work based upon one or more pre-existing works, such as a translation, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted;

“Disclosure Letter” has the meaning given to it in Section 3.1;

“DSU” means the deferred share unit credited by means of bookkeeping entry in the books of Nstein to the account of a participation in the DSU Plan;

“DSU Plan” means the deferred stock unit plan for directors of Nstein, that are not employed by or acting as officers of Nstein or any of its Subsidiaries, which was approved by the Board on August 15, 2003 and amended thereafter on November 8, 2007 and on March 18, 2008;

“Effective Date” means the date upon which the Amalgamation becomes effective as established by the date of issue shown on the Certificate of Amalgamation;

“Effective Time” means the first moment in time in Montréal on the Effective Date;

“Enterprise Registrar” means the enterprise registrar acting under the QCA;

“Environmental Claims” has the meaning given to it in Section 3.1(l);

“Environmental Law” has the meaning given to it in Section 3.1(l);

“Fairness Opinion” means an opinion of the financial advisor to the Board, as of the date of this Acquisition Agreement, that the Amalgamation is fair, from a financial point of view, to the Nstein Shareholders, in form and substance satisfactory to the Board;

“Filed CSA Document” has the meaning given to it in Section 3.1(f);

“Financial Indebtedness” means in relation to a person (the **“debtor”**), an obligation or liability (contingent or otherwise) of the debtor (a) for borrowed money (including overdrafts and including amounts in respect of principal, premium, interest or any other sum payable in respect of borrowed money) or for the deferred purchase price of property or services, (b) under any loan, stock, bond, note, debenture or other similar instrument or debt security, (c) under any acceptance credit, bankers’ acceptance, Guarantee, letter of credit or other similar facilities, (d) under any conditional sale, hire purchase or title retention agreement with respect to property, under any capitalized lease arrangement, under any sale and lease back arrangement or under any lease or any other agreement having the commercial effect of a borrowing of money or treated as a finance lease or capital lease in accordance with applicable accounting principles, (e) under any foreign exchange transaction, any interest or currency swap transaction, any fuel or commodity hedging transaction or any other kind of derivative transaction, (f) in respect of any counter-indemnity obligation in respect of a Guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, (g) in respect of preferred stock (namely capital stock of any class that is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution, over the capital stock of any other class) or redeemable capital stock (namely any class or series of capital stock that, either by its terms, by the terms of any security into which it is convertible or exchangeable or by contract or otherwise, is, or upon the happening of an event or passage of time would be, required to be redeemed on a specified date or is redeemable at the option of the holder thereof at any time, or is convertible into or exchangeable for debt securities at any time), or (h) for any amount raised under any transaction similar in nature to those described in paragraphs (a) to (g) of this definition, or otherwise having the commercial effect of borrowing money, or (i) under a Guarantee, indemnity or similar obligation entered into by the debtor in respect of an obligation or liability of another person which would fall within paragraphs (a) to (h) of this definition if the references to the debtor referred to the other person; for greater certainty, Financial Indebtedness includes obligations and liabilities of another person which would fall within paragraphs (a) to (h) of this definition where such obligations or liabilities are secured by (or where such other person has a right to require that such obligations or liabilities be secured by) a security interest over any property of the debtor even though the debtor has not assumed or become liable for the payment of such obligations or liabilities or receivables sold, assigned, or discounted;

“GAAP” has the meaning given to it in Section 3.1(f);

“Governmental Entity” means any (a) multinational, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, commissioner, tribunal, board, bureau, agency or instrumentality, domestic

or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, or (d) stock exchange, automated quotation system, self regulatory authority or securities regulatory authority, including, without limitation, the TSX-V;

“Guarantee” of or by any person means any obligation, contingent or otherwise, of such person guaranteeing any Financial Indebtedness of any other person (the **“primary obligor”**) in any manner, whether directly or indirectly, and including any obligation of such person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Financial Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Financial Indebtedness, (b) to purchase property, securities or services for the purpose of assuring the owner of such Financial Indebtedness of the payment of such Financial Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Financial Indebtedness; provided, however, that the term Guarantee shall not include endorsements for collection or deposit, in each case in the ordinary course of business;

“including” means including without limitation, and **“include”** and **“includes”** have a corresponding meaning;

“Intellectual Property” means Software, Ancillary Software IP, trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not in any jurisdiction; patents, applications for patents (including divisions, provisionals, continuations, continuations in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; non-public information, trade secrets, know-how, formulae, processes, procedures, research records, records of invention, test information, market surveys, software and confidential information, whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights; and any claims or causes of action (pending, threatened or which could be filed) arising out of any infringement or misappropriation of any of the foregoing;

“IP Contributing Parties” has the meaning given to it in Section 3.1(q);

“Judgment” means federal, provincial or local, domestic or foreign, judgment, injunction, order, writ or decree of any Governmental Entity;

“Jurisdictions” means British Columbia, Alberta, Ontario and Québec;

“Law” or “Laws” means all international trade agreements, codes and conventions, laws, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

“Letter of Transmittal” means the letter of transmittal in respect of the Amalgamation to be prepared and sent together with the Proxy Circular to Nstein Shareholders in connection with the Special Meeting;

“Leased Real Property” has the meaning given to it in Section 3.1(o)(iii);

“Liens” means any pledges, claims, liens, charges, options, hypothecs, mortgages, security interests, restrictions, adverse rights or any other encumbrances of any kind or nature whatsoever;

“Litigation” means suit, claim, action, arbitration, investigation or judicial, administrative and regulatory proceeding;

“Loss Contract” means (a) any Customer Contract, with annual revenues in excess of \$100,000 pursuant to which either Nstein or its Subsidiaries, as applicable, has any obligation to perform services for which full payment has already been made or substantially made, (b) any Customer Contract pursuant to which the cost of performance by Nstein is reasonably expected to exceed by more than \$100,000 the payment obligations of the customer thereunder, or (c) any Customer Contract with revenues in excess of \$100,000 with any customer that has indicated to Nstein that it will stop, or materially decrease the rate of, buying materials, products or services from Nstein or any of its Subsidiaries;

“Mailing Deadline” has the meaning given to it in Section 2.4;

“Major Customer” means each of the 15 largest maintenance customers of the Company and its Subsidiaries as determined based on projected consolidated revenues for the fiscal year to end December 31, 2010 and any other maintenance customer which is one of the 15 largest maintenance customers of the Company and its Subsidiaries as determined based on consolidated revenues for the fiscal year ended December 31, 2009;

“Major Customer Contract” means any material Customer Contract with any of the Major Customers;

“Material Adverse Effect” means any fact, event, change, circumstance or effect that, individually or in the aggregate, results in or is reasonably likely to result in (i) an increase of expenses of more than \$2,000,000 between December 31, 2009 and the

Effective Date, as opposed to forecasted expenses for the same period indicated in the annual budget of Nstein, copy of which has been delivered to Open Text or (ii) any material adverse effect on the business, assets, liabilities, properties, financial condition or results of operations of Nstein and its Subsidiaries, taken as a whole other than, with respect to (ii) any fact, event, change, circumstance or effect relating to (A) changes, developments, or events affecting the industry in general in which Nstein primarily operates, to the extent that they do not materially disproportionately affect Nstein and its Subsidiaries, taken as a whole, in relation to other companies of similar size in the industry in which Nstein primarily operates, (B) the economy in general, or financial or capital markets in general, in the United States or Canada or elsewhere in the world, to the extent that they do not materially disproportionately affect Nstein and its Subsidiaries, taken as a whole, in relation to other companies of similar size in the industry in which Nstein primarily operates, (C) any change or development in global, national or regional political conditions (including any act of terrorism or any outbreak of hostilities or war or any escalation or worsening thereof) or any natural disaster; to the extent that they do not materially disproportionately affect Nstein and its Subsidiaries, taken as a whole, in relation to other companies of similar size in the industry in which Nstein primarily operates; (D) changes (after the date of this Acquisition Agreement) in Law or in any interpretation thereof by any Governmental Entity or in GAAP or in accounting standards, (E) the announcement or pendency of this Acquisition Agreement or the anticipated consummation of the Amalgamation, or the completion of the transactions contemplated by this Acquisition Agreement, (including any delay in decisions of Customers or potential Customers to purchase products or services from Nstein resulting from the announcement or pendency of this Acquisition Agreement or the anticipated consummation of the Amalgamation, or the completion of the transactions contemplated by this Acquisition Agreement) or (F) any change in the market price or trading volume of any securities of Nstein and Open Text (it being understood that the causes underlying such changes in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred), or any suspension of trading in securities generally or on any securities exchange on which any of Nstein or Open Text, as the case may be, trade;

“Material Contract” means any of the following under which there is a current obligation, right, or liability of the Company or any of its Subsidiaries:

- (i) any employment Contract (in each case, under which the Company has continuing obligations as of the date hereof) with any current or former executive officer or other employee of the Company or its Subsidiaries or member of the Company Board providing for an annual base salary in excess of \$110,000;
- (ii) any form of commission or sales plan providing to annual expenses of more than \$50,000;
- (iii) any Major Customer Contract;
- (iv) any Loss Contract;

(v) any Contract containing any covenant (A) limiting the right of the Company or any of its Subsidiaries to engage in any line of business or to compete with any person in any line of business, or (B) prohibiting the Company or any of its Subsidiaries from engaging in business with any person (including non solicitations of employees but to the exception of non solicitations of employees covenants of Nstein included in contracts with customers) or levying a fine, charge or other payment for doing so, in each case other than any such Contracts that may be cancelled without material liability to the Company or its Subsidiaries upon notice of ninety (90) days or less;

(vi) any Contract (A) relating to the disposition or acquisition by the Company or any of its Subsidiaries of a material amount of assets or any interest in any business enterprise, or (B) pursuant to which the Company or any of its Subsidiaries will acquire any material ownership interest in any other person or other business enterprise other than the Company's Subsidiaries;

(vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts relating to the borrowing of money or extension of credit by the Company (other than a loan by the Company to any of its Subsidiaries) other than (A) accounts receivables and payables, and (B) loans to direct or indirect wholly-owned Subsidiaries, in each case in the ordinary course of business consistent with past practice;

(viii) any lease set forth in Section 3.1(i) and 3.1(o)(ii) of the Disclosure Letter involving future payments in excess of \$50,000;

(ix) other than standard Customer Contracts previously provided to Open Text or the Major Customer Contracts, any agreement that provides unlimited liability or unlimited indemnification (other than for claims relating to intellectual property infringement, violation of nondisclosure or non-use provisions, personal injury, death or damage to property) relating to the performance of the Company's or any Subsidiary's products or services or extraordinary performance guaranty to any person;

(x) any agreement of the Company or any of its Subsidiaries relating to capital expenditures, or open purchase orders, involving future payments in excess of \$75,000 individually or \$200,000 in the aggregate;

(xi) any dealer, distribution, joint marketing (including any pilot program), development, content provider, destination site or merchant agreement, joint venture, partnership, strategic alliance, or agreement of the Company or any of its Subsidiaries involving the sharing of profits, losses, costs or liabilities, with any person or any development, original equipment manufacturer, value added reseller, remarketer or other agreement for distribution, data-sharing, marketing, resale, distribution or similar arrangement relating to any product or service of the Company or any of its Subsidiaries that involved payments by the Company and

its Subsidiaries of \$75,000 or more in the twelve (12) month period ended December 31, 2009;

(xii) any material commitment in amounts exceeding \$100,000 annually, to any customer of the Company or any of its Subsidiaries or other person to support any customized product or service of the Company or any of its Subsidiaries and compensation to the Company therefore is below market rate;

(xiii) any other agreement, the termination or loss of which would result in a Material Adverse Effect; or

(xiv) any agreement between Nstein or any of its Subsidiaries and any of the 15 largest licensors or other suppliers to Nstein and its Subsidiaries determined on the basis of amounts paid by Nstein or any of its Subsidiaries in the 12 month period ended December 31, 2009 in excess of \$75,000;

“material fact” has the meaning ascribed thereto in the Securities Act;

“Meeting Deadline” has the meaning given to it in Section 2.2(4);

“Misrepresentation” has the meaning ascribed to **“misrepresentation”** in the Securities Act;

“Nstein” or the **“Company”** means Nstein Technologies Inc., a corporation existing under the laws of the Province of Québec;

“Nstein IP” means Nstein Owned IP and material Nstein Licensed IP;

“Nstein Licensed IP” means any Intellectual Property licensed to Nstein or any of its Subsidiaries;

“Nstein Option” means any existing right or option to purchase Nstein Shares outstanding and unexercised under the Nstein Stock Option Plan;

“Nstein Owned IP” has the meaning given to it in Section 3.1(q);

“Nstein Personnel” has the meaning given to it in Section 3.1(g);

“Nstein Shares” (individually, a **“Nstein Share”**), means the common shares in the capital of Nstein;

“Nstein Shareholders” (individually, a **“Nstein Shareholder”**) means the holders of the issued and outstanding Nstein Shares (including both registered and beneficial holders);

“Nstein Stock Option Plan” means the stock option plan for certain directors, employees and service providers of Nstein which was approved by the Board on May 17, 2000, ratified by Nstein Shareholders on June 13, 2000 and amended thereafter on May 9, 2005, August 24, 2006, April 4, 2007 and March 28, 2008;

“Nstein Voting Agreements” has the meaning ascribed thereto in the recitals;

“Nstein Warrant” means the outstanding warrants to acquire Nstein Shares (but not including the Nstein Options);

“Open Source Software” means Software licensed under terms that require as a condition of modification or distribution of the Software that the Source Code of such Software (or other Software combined or distributed with such Software) be disclosed or distributed to third persons;

“Open Text Share” means a common share in the capital of Open Text;

“Optionholders” means the holders of Nstein Options;

“ordinary course of business”, **“ordinary course of business consistent with past practice”**, or any similar reference, means, with respect to an action taken by a person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person; provided that in any event such action is not unreasonable;

“Outside Date” means April 30, 2010, or such later date as may be agreed to in writing by the Parties, and further subject to the right of Nstein to extend the outside Date to June 30, 2010 as provided at Section 8.2(1)(a)(ii);

“Parties” means Nstein, Subco and Open Text, and **“Party”** means any of them;

“Permit” means any certificate, permit, license, franchise, approval, concession, qualification, registration, certification or other authorization of and from any Governmental Entity;

“Permitted Liens” means (1) immaterial Liens for taxes not yet due and payable, that are payable without penalty or that are being contested in good faith and for which adequate reserves have been recorded, (2) immaterial Liens for assessments and other governmental charges or landlords', carriers', warehousemen's, mechanics', repairmen's, workers' or similar Liens, incurred in the ordinary course of business, consistent with past practice, in each case for sums not yet due and payable or due but not delinquent or being contested in good faith by appropriate proceedings, (3) immaterial Liens incurred in the ordinary course of business, consistent with past practice, in connection with workers' compensation, unemployment insurance, Canada Pension Plan and other types of social security or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and similar obligations, (4) title of a lessor under a capital or operating lease and (5) Liens that are not reasonably likely to adversely interfere in a material way with the use of properties or assets encumbered thereby;

“person” includes an individual, limited or general partnership, trust, limited liability company, limited liability partnership, joint venture, association, body corporate,

unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Proxy Circular” means the notice of meeting and management information circular in the French and English languages, of the Company to be prepared and sent to Nstein Shareholders in connection with the Special Meeting, including the exhibits thereto;

“QCA” means the *Québec Companies Act* and the regulations made thereunder, as promulgated or amended from time to time (or such other corporate statute that is Nstein’s governing corporate statute at the relevant time);

“Redemption Time” means 5:00 p.m. (Eastern time) on the Business Day immediately following the Effective Date;

“Registered Nstein IP” has the meaning given to it in Section 3.1(q);

“Registered Shareholder” means a Nstein Shareholder shown as the holder of Nstein Shares on the books and records of Nstein;

“Regulation 52-109” has the meaning given to it in Section 3.1(f);

“Regulation 61-101” has the meaning given to it in Section 3.1(z);

“Regulatory Approvals” (individually, a **“Regulatory Approval”**) means those sanctions, rulings, consents, orders, exemptions, permits, declarations, filings and other approvals (including the lapse, without objection, of a prescribed time under a statute, rule or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities;

“Response Period” has the meaning ascribed thereto in Section 7.2(1)(d);

“Securities Act” means the *Securities Act* (Quebec) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Securities Laws” means the Securities Act and all other applicable Canadian provincial securities laws, rules and regulations thereunder;

“Share Consideration Election” means an election by a Registered Shareholder to receive, in exchange for a Nstein Share, a fraction of an Open Text Share having a value of \$0.65 based on the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date, such election to be effected through completion, execution and delivery of the Letter of Transmittal and notice of guaranteed delivery in accordance with its terms;

"Share Election Deadline" means 5:00 p.m. (Eastern time) on the Business Day that is ten (10) Business Days prior to the Effective Date;

"Shareholder Approval" means approval of the Amalgamation Resolution by not less than two-thirds of the votes cast by Nstein Shareholders who are present in person or represented by proxy at the Special Meeting;

"Share Purchase Plan" means the share purchase plan for the employees of Nstein, which was approved by the Board on May 23, 2006, adjusted upon the stock consolidation of the Nstein Shares on June 13, 2006, amended on March 27, 2008 and ratified by the shareholders of Nstein on May 22, 2008;

"Software" means all types of computer software programs, including operating systems, application programs, software tools, firmware and software imbedded in equipment, including both object code and source code;

"Source Code" means the human readable code of any Software.

"Special Meeting" means the special meeting of the Nstein Shareholders (including any adjournments or postponements thereof) to be called to consider and, if thought fit, the approval the Amalgamation Resolution;

"Subco Share" means a common share in the capital of Subco;

a **"Subsidiary"** of any person shall mean any other person (a) more than 50% of whose outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such other person are, now or hereafter, owned or controlled, directly or indirectly, by such first person, but such other person shall be deemed to be a Subsidiary only so long as such ownership or control exists, or (b) which does not have outstanding shares or securities with such right to vote, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such other person is, now or hereafter, owned or controlled, directly or indirectly, by such first person, but such other person shall be deemed to be a Subsidiary only so long as such ownership or control exists;

"Superior Proposal" has the meaning ascribed thereto in Section 7.1(1);

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"tax return" has the meaning given to it in Section 3.1(n);

"taxes" has the meaning given to it in Section 3.1(n);

"taxing authority" has the meaning given to it in Section 3.1(n);

"Termination Fee" has the meaning given to it in Section 7.3;

"Third Party" has the meaning given to it in Section 7.1(2);

"Third Party Software" means Software with respect to which a third party holds any copyright or other ownership right (and, therefore, such Software is not owned exclusively by Nstein or any of its Subsidiaries);

"TSX" means Toronto Stock Exchange;

"TSX-V" means TSX Venture Exchange;

"Vendor Contract" means a Contract to which Nstein or any of its Subsidiaries is a party and pursuant to which Nstein or any of its Subsidiaries contracts to purchase or acquire goods and services; and

"Warrantholder" means a holder of Nstein Warrants.

1.2 Interpretation Not Affected by Headings

The division of this Acquisition Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Acquisition Agreement. Unless the contrary intention appears, references in this Acquisition Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Acquisition Agreement.

1.3 Number and Gender

In this Acquisition Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

Unless otherwise stated, all references in this Acquisition Agreement to sums of money are expressed in lawful money of Canada and "\$" refers to Canadian dollars.

1.6 Accounting Matters

Unless otherwise stated, all accounting terms used in this Acquisition Agreement in respect of Nstein shall have the meanings attributable thereto under GAAP and all determinations of an accounting nature in respect of Nstein required to be made shall be made in a manner consistent with GAAP consistently applied.

1.7 Knowledge

In this Acquisition Agreement, references to "the knowledge of Nstein" means the actual knowledge, in their capacity as officers of Nstein and not in their personal capacity, after due inquiry, of Luc Filiatreault, Bruno Martel, Stephanie Benoit and Jean-Michel Texier, provided that Jean-Michel Texier shall only be deemed to have knowledge of the representations and warranties contained in Section 3.1(q) of the Acquisition Agreement exclusively, and not having any knowledge of any other provisions of the Acquisition Agreement."

In this Acquisition Agreement, references to "the knowledge of Open Text" means the actual knowledge, in his capacity as an officer of Open Text and not in his personal capacity, of Paul McFeeters, after due inquiry.

1.8 Exhibits

The following exhibits are annexed to this Acquisition Agreement and are incorporated by reference into this Acquisition Agreement and form a part hereof:

- | | | |
|-----------|---|------------------------|
| Exhibit A | - | Amalgamation By-law |
| Exhibit B | - | Amalgamation Agreement |

ARTICLE 2 THE AMALGAMATION

2.1 The Amalgamation

The Parties agree, on the terms and subject to the conditions of this Acquisition Agreement, to carry out the Amalgamation in accordance with this Acquisition Agreement on the terms set out in the Amalgamation Agreement, subject to such changes as may be mutually agreed to by the Parties in accordance with this Acquisition Agreement.

2.2 Implementation Steps by the Company

The Company covenants in favour of Open Text and Subco that the Company shall:

- (1) subject to compliance with Securities Laws, immediately upon the execution of this Acquisition Agreement or such later time prior to the opening of markets as is agreed to by the Parties, issue a press release announcing the entering into of this Acquisition Agreement, which press release will be satisfactory in form and substance to each of Open Text and the Company, acting reasonably. The Company will file such press release, together with a material change report in prescribed form, with applicable securities regulatory authorities in each of the Jurisdictions;
- (2) co-operate with Open Text and its counsel in the preparation of all material in connection with the Amalgamation;

- (3) fix a record date for the purposes of determining the Nstein Shareholders entitled to receive notice of and vote at the Special Meeting;
- (4) convene and hold the Special Meeting as soon as reasonably practicable with a targeted date on or before April 2, 2010 and in any event on or before April 15, 2010 (such latter date, the "**Meeting Deadline**") in accordance with applicable Laws for the purpose of having Nstein Shareholders consider the Amalgamation Resolution and for any other proper purpose as may be set out in the Proxy Circular (as agreed to with the prior written consent of Open Text); provided that: (i) the Special Meeting shall be held regardless of whether the Board determines at any time that this Acquisition Agreement is no longer advisable or recommends that Nstein Shareholders reject the Amalgamation Resolution; and (ii) the Amalgamation Resolution shall be voted on before any other matter at the Special Meeting, unless otherwise previously agreed to in writing by Open Text or required by a Governmental Entity;
- (5) except to the extent required by a Governmental Entity or for quorum purposes (in the case of an adjournment), not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Special Meeting without Open Text's prior written consent, and without limiting the generality of the foregoing, the Company agrees that its obligations pursuant to Section 2.2(4) and this Section 2.2(5) shall not be affected by the commencement, public proposal, public disclosure or communication to the Company or any other person of any Acquisition Proposal;
- (6) include in the Proxy Circular the unanimous recommendation of the Board that Nstein Shareholders vote in favour of the Amalgamation Resolution;
- (7) solicit from Nstein Shareholders proxies in favour of the approval of the Amalgamation Resolution and, subject to Section 7.1, against any resolution submitted by any other Nstein Shareholder, including, if so requested by Open Text, acting reasonably, using the services of dealers and proxy solicitation services, and take all other actions that are reasonably necessary or desirable to seek the approval of the Amalgamation by Nstein Shareholders;
- (8) provide notice to Open Text of the Special Meeting and allow representatives of Open Text to attend at the Special Meeting;
- (9) subject to obtaining the approval of at least two-third of the votes cast on the Amalgamation Resolution by the Nstein Shareholders, present in person or represented by proxy at the Special Meeting, as soon as practicable thereafter, and subject to the satisfaction or waiver of the conditions set forth in Article 6, file with the Enterprise Registrar the Articles of Amalgamation and such other documents as may be required in connection therewith under the QCA to give effect to the Amalgamation pursuant to section 123.118 of the QCA in a manner and form acceptable to Open Text, acting reasonably; and

- (10) (i) permit Open Text (and its outside counsel) to review and comment upon drafts of all material to be filed by the Company with any Governmental Entity in connection with the Amalgamation (including the Proxy Circular and any supplement or amendment contemplated by Section 2.4) prior to the service (if applicable) and/or filing of such materials, (ii) give Open Text and its counsel reasonable time to review and comment upon such materials and (iii) consider and accept any reasonable comments of Open Text and its counsel provided that all comments with respect to information related to Open Text and provided by or on behalf of Open Text for the purpose of inclusion in Proxy Circular will be included in the Proxy Circular;
- (11) not file with the Enterprise Registrar the Articles of Amalgamation, except in either case as contemplated hereby or with Open Text's prior written consent, such consent not to be unreasonably withheld or delayed; and
- (12) effect all other necessary registrations, filing, applications and submissions of information required by a Governmental Entity from Nstein in connection with the Amalgamation and, if necessary, participate and appear in any proceedings of either Party before or by any Governmental Entity.

2.3 Amalgamation Agreement

The Articles of Amalgamation and Amalgamation Agreement shall provide substantially as follows:

- (1) upon the Amalgamation, each Nstein Shareholder shall receive one duly authorized, fully-paid and non-assessable Amalco Redeemable Preferred Share without par value (each of which will be redeemed at the Redemption Time for Cash Proceeds per Share) for each issued and outstanding Nstein Share held by such Nstein Shareholder, other than Nstein Shares held by a Canadian-resident Nstein Shareholder with respect to which a valid Share Consideration Election is made prior to the Share Election Deadline;
- (2) upon the Amalgamation, each Nstein Shareholder shall receive a fraction of a duly authorized fully-paid Open Text Share, having a value of \$0.65 based on the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date, for each issued and outstanding Nstein Share held by such Nstein Shareholder with respect to which a valid Share Consideration Election is made prior to the Share Election Deadline. No fractional Open Text Shares will be issued or delivered in connection with the Amalgamation. If the aggregate number of Open Text Shares to be issued or delivered to a Registered Shareholder would result in a fraction of an Open Text Share being issuable or deliverable, cash shall be paid to such Registered Shareholder in lieu of any fractional Open Text Share (on the basis of each Open Text Share having a value equal to the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date); and

- (3) upon the Amalgamation, each issued and outstanding Subco Share will be converted into one Amalco Common Share, resulting in Open Text receiving 100% of the Amalco Common Shares.

2.4

Proxy Circular

As promptly as practicable after the execution and delivery of this Acquisition Agreement, the Company, in consultation with Open Text, will prepare and complete the Proxy Circular, Letter of Transmittal and any other documents required by Securities Laws or other applicable Laws in connection with the Amalgamation and the Special Meeting. The Proxy Circular, Letter of Transmittal and such other documents, together with any amendments thereto shall be in form and substance satisfactory to Open Text (and Open Text outside counsel) acting reasonably. The Company will file the Proxy Circular, Letter of Transmittal and any other documentation required to be filed under applicable Laws in all jurisdictions where the Proxy Circular is required to be filed by the Company and mail or cause to be mailed the Proxy Circular, Letter of Transmittal and any other documentation required to be mailed under applicable Laws to Nstein Shareholders, the directors of the Company, the auditors of the Company and any other required persons with a targeted date of March 5, 2010, and in any event on or before March 12, 2010 (the "**Mailing Deadline**"), all in accordance with the terms of applicable Laws. Open Text will provide such assistance as the Company may reasonably request in such regard. In a timely and expeditious manner, the Company shall prepare (in consultation with Open Text) and file amendments or supplements to the Proxy Circular, Letter of Transmittal and related documents (which amendments or supplements shall be in a form satisfactory to Open Text and its outside counsel, acting reasonably) required by applicable Laws or as otherwise agreed between the Company and Open Text with respect to the Special Meeting and mail or otherwise disseminate such amendments or supplements, as required by and in accordance with all applicable Laws, to such persons and in all jurisdictions where such amendments or supplements are required to be mailed or disseminated, complying in all material respects with all applicable Laws on the date of the mailing or dissemination thereof.

2.5

Preparation of Filings, etc.

- (1) The Company (in consultation with Open Text and its outside counsel) shall diligently do all such acts and things as may be necessary to comply, in all material respects, with Regulation 54-101 of the CSA in relation to the Special Meeting and, without limiting the generality of the foregoing, shall, in consultation with Open Text, use all reasonable efforts to benefit from the accelerated timing contemplated by such instrument.
- (2) Each of Open Text and the Company shall proceed diligently, in a coordinated fashion and use its commercially reasonable efforts to cooperate in:
 - (a) the preparation of the Proxy Circular as described in Section 2.4;
 - (b) the preparation and filing of any exemption or other applications or orders and any other documents required by any of them to discharge

their respective obligations under applicable Laws in connection with the Amalgamation; and

- (c) the taking of all such action as may be required under any applicable Securities Laws or the QCA in connection with the Amalgamation.
- (3) Each of Open Text and the Company shall furnish to the other of them, on a timely basis, all information as may be reasonably required to effect the actions contemplated by Section 2.5(1) and Section 2.5(2), and each covenants, represents and warrants that no information so furnished by it in writing in connection with those actions or otherwise in connection with the consummation of the Amalgamation will contain any Misrepresentation. Each of the Parties hereto will ensure that the information relating to it and its Subsidiaries, which is provided in the Proxy Circular, will not contain any Misrepresentation.
- (4) Each of Open Text and the Company shall promptly notify the other of them if, at any time before the Effective Time, it becomes aware that the Proxy Circular or any other filing under corporate Laws or Securities Laws contains a Misrepresentation or otherwise requires an amendment or supplement to the Proxy Circular or such application. In any such event, each of the parties hereto will co-operate in the preparation of a supplement or amendment to the Proxy Circular, press release, newspaper advertisement or such other document, as the case may be, that corrects that Misrepresentation or effects such amendment or supplement, as the case may be, and the Company will cause the same to be distributed or disseminated to Nstein Shareholders, the directors of the Company, the auditors of the Company and any other required persons and filed as required under applicable Laws.
- (5) The Company shall ensure that the Proxy Circular complies in all material respects with all applicable Laws and, without limiting the generality of the foregoing, that the Proxy Circular does not contain a Misrepresentation (other than with respect to any information provided in writing by Open Text or its outside counsel for the purpose of inclusion in the Proxy Circular). Without limiting the generality of the foregoing, the Company shall ensure that the Proxy Circular provides Nstein Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Special Meeting and include in the Proxy Circular a statement that the Board has determined that the Amalgamation is in the best interests of the Company and that the Board unanimously recommends that Shareholders vote in favour of the Amalgamation Resolution (as contemplated by Section 2.2(6)).

2.6

Amendment

This Acquisition Agreement including the Amalgamation Agreement may, at any time and from time to time before and after the holding of the Special Meeting, but not later than the Effective Time, be amended, updated, revised or supplemented by mutual written agreement of the Parties hereto, provided that the Company shall agree to any such amendment, update,

revision or supplement and execute and deliver any amendment to this Acquisition Agreement or other instrument effecting such amendment, update, revision or supplement so long as such amendment, update, revision or supplement (a) would provide Nstein Shareholders, Optionholders and Warrantholders with a financial result equivalent to or better than, on an after-tax basis, the Amalgamation, (b) would not prejudice the Company's securityholders and would not result in the withdrawal or material modification of the Fairness Opinion, (c) would not impede or materially delay the consummation of the Amalgamation, (d) is otherwise on terms and conditions no more onerous than the Amalgamation and this Acquisition Agreement, (e) would not require the Company to obtain any Regulatory Approval and (f) would not require the Company to take any action in contravention of any applicable Law, the Charter Documents or any material provision of any material agreement to which it is a party.

2.7 List of Shareholders

At the reasonable request of Open Text from time to time, the Company shall provide Open Text with a list (in both written and electronic form) of the registered Nstein Shareholders, together with their addresses and respective holdings of Nstein Shares, with a list of the names and addresses and holdings of all persons having rights issued by the Company to acquire Nstein Shares (including Optionholders and Warrantholders) and a list of non-objecting beneficial owners of Nstein Shares, together with their addresses and respective holdings of Nstein Shares. The Company shall from time to time require that its registrar and transfer agent furnish Open Text with such additional information, including updated or additional lists of Nstein Shareholders and lists of holdings and other assistance as Open Text may reasonably request.

2.8 Shareholder Communications

Nstein and Open Text agree to co-operate in the preparation of presentations, if any, to investors regarding the Amalgamation, and the Parties shall not issue any press release or otherwise make public statements with respect to this Acquisition Agreement or the Amalgamation without the consent of the other Party, which will not be unreasonably withheld or delayed, and the Parties shall not make any filing with any Governmental Entity or with the TSX or TSX-V with respect thereto without the consent of the other Party, which will not be unreasonably withheld or delayed; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.9 Withholding

Notwithstanding anything in this Acquisition Agreement or the Amalgamation Agreement to the contrary, the Company, Open Text or one or more Subsidiaries of Open Text, as the case may be, shall be entitled to deduct and withhold from any amount payable pursuant to this Acquisition Agreement or the Amalgamation Agreement to any Nstein Shareholder or Optionholder such amounts as are required or permitted to be deducted and withheld with respect to the making of such payment under the Tax Act, the United States Internal Revenue Code of

1986, or any provision of local, state, provincial or foreign tax Law, in each case, as amended, or the administrative practice of the relevant Governmental Entity administering such Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Acquisition Agreement and the Amalgamation Agreement as having been paid to the former holder of the Nstein Shares or Nstein Options, as the case may be, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority in accordance with applicable Laws.

2.10 Closing

On the Closing Date, the Articles of Amalgamation shall be filed with the Enterprise Registrar. The closing will take place at the offices of Blake, Cassels & Graydon LLP, 600 de Maisonneuve Boulevard West, Suite 2200, Montréal QC, H3A 3J2 on the Closing Date at 9:00 a.m. (Eastern time) or as soon as practicable thereafter having regard to the need to file the Articles of Amalgamation.

2.11 Timing Adjustment

- (1) In the event that prior to the mailing of the Proxy Circular an Acquisition Proposal is made or announced in respect of which the Board has delivered a notice pursuant to and in compliance with Section 7.2(1)(c) to the effect that they have determined such Acquisition Proposal to be a Superior Proposal, then each of the targeted mailing date for the Proxy Circular, the Mailing Deadline, the targeted date for holding the Special Meeting and the Meeting Deadline shall each be extended by six Business Days.
- (2) In the event that prior to the mailing of the Proxy Circular an Acquisition Proposal is made or announced in respect of which the Board has executed a non-disclosure and standstill agreement pursuant to and in compliance with Section 7.1(4), then each of the targeted mailing date for the Proxy Circular, the Mailing Deadline, the targeted date for holding the Special Meeting and the Meeting Deadline shall each be extended by ten calendar days.

2.12 Alternative Transaction Structure.

- (1) At the request of Open Text, the Company shall use commercially reasonable efforts to assist Open Text to successfully implement and complete any alternative transaction structure to the Amalgamation including, for greater certainty, any merger, business combination, take-over bid, tender offer, arrangement, recapitalization, liquidation, dissolution, share exchange, material sale of assets (or any lease, license agreement, technology partnering arrangement or other arrangement having the same economic effect as a material sale of assets), any material sale of securities of Nstein or rights or interests therein or thereto, or similar transactions involving Nstein and/or its Subsidiaries, so long as such an alternative transaction (a) would provide Nstein Shareholders, Optionholders and Warrantholders with a financial result equivalent to or better than, on an after-tax basis, the Amalgamation and the Company and/or the Board

shall, if considered necessary or desirable, have received a fairness opinion with respect thereto from Pagemill Partners L.L.C. or another financial advisor (with the reasonable fees of such financial advisor to be borne by Open Text) (b) would not prejudice the Company's securityholders, (c) would not impede or materially delay the consummation of the Amalgamation (if the Amalgamation continued to be part of the alternative transaction structure), (d) is otherwise on terms and conditions no more onerous than the Amalgamation and this Acquisition Agreement, (e) would not require the Company to obtain any Regulatory Approval and (f) would not require the Company to take any action in contravention of any applicable Law, the Charter Documents or any material provision of any material agreement to which it is a party.

- (2) In the event that the transaction structure is modified in accordance with Section 2.12(1), the relevant provisions of this Acquisition Agreement shall be modified as necessary in order that they shall apply with full force and effect, *mutatis mutandis*, but with the adjustments necessary to reflect the revised transaction structure, and the Parties hereto shall execute and deliver an agreement in writing giving effect to and evidencing such amendments as may be reasonably required as a result of such modifications and adjustments.

2.13 Performance of Subco

Open Text hereby unconditionally and irrevocably guarantees, covenants and agrees to be solidarily liable with Subco for the representation and warranties regarding Subco as well as for the due and punctual performance of each and every covenant and obligation of Subco arising under this Acquisition Agreement, including completing the Amalgamation, subject to the terms and conditions of this Acquisition Agreement.

2.14 Incentive Plans and Warrants

- (1) Stock Option Plan. Promptly following the date hereof, Nstein will cause all unexercised Nstein Options to become exercisable immediately at the subscription price established by the Board at the time of their grant. Nstein will use commercially reasonable efforts to allow the remittance for cancellation of any and all "in-the-money" Nstein Options that are outstanding under the Nstein Stock Option Plan in consideration for a cash payment equal to the difference between the Cash Proceeds per Share and the subscription price of the Nstein Shares underlying such options established by the Board at the time of their grants, conditional upon a Certificate of Amalgamation being issued. The Company shall cause all Nstein Options that have not been exercised on or prior to the Effective Date to be cancelled and forfeited by the holders thereof without any compensation to such holders, and the Company agrees to terminate the Stock Option Plan effective as of the Effective Date, conditional upon the Certificate of Amalgamation being issued.
- (2) Share Purchase Plan. The Company will cause all Nstein Shares issuable under the Share Purchase Plan to be issued in order to allow participants in the Share

Purchase Plan (i) to vote their Nstein Shares at the Special Meeting and (ii) to receive the Cash Proceeds per Share for the Nstein Shares. The Company agrees to terminate the Share Purchase Plan effective as of the Effective Date, conditional upon the Certificate of Amalgamation being issued.

- (3) DSU Plan. Nstein will cause all vested and unvested DSUs outstanding at the Effective Time to be automatically converted into Nstein Shares at such time in order to allow participants in the DSU Plan to participate in the Amalgamation.
- (4) Nstein Warrants. Upon the Amalgamation, Amalco shall possess all of the rights and be subject to all the obligations of Nstein pursuant to the Nstein Warrants, in accordance with the terms of the Nstein Warrants. Following the Amalgamation, Open Text and Amalco shall enter into a support agreement pursuant to which, as directed by Amalco, Open Text shall issue Open Text Shares to any exercising holder of Nstein Warrants in accordance with the terms of the applicable Nstein Warrant.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Nstein

Except as set forth in the Disclosure Letter (with specific reference to the Section of this Acquisition Agreement to which the information stated in such disclosure relates) delivered by Nstein to Open Text and Subco prior to the execution of this Acquisition Agreement or except as contemplated by this Acquisition Agreement, Nstein represents and warrants to Open Text as follows:

- (a) Organization, Standing and Corporate Power. Except as set forth in Section 3.1(a) of the Disclosure Letter, each of Nstein and its Subsidiaries, (i) is a corporation or other legal entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization (except, in the case of good standing, for entities organized under the Laws of any jurisdiction that does not recognize such concept), (ii) has all requisite corporate or company power and authority to carry on its business as now being conducted and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction (except, in the case of good standing, any jurisdiction that does not recognize such concept) in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary or desirable, other than where the failure to be so organized, existing, qualified or licensed or in good standing, individually or in the aggregate, is not reasonably likely to have a Material Adverse Effect. Nstein has made available to Open Text complete and correct copies of Nstein's Charter Documents and the Charter Documents of each of its Subsidiaries, in each case as amended to the date of this

Acquisition Agreement. Nstein has made available to Open Text complete and correct copies of the minutes (or, in the case of draft minutes, the most recent drafts thereof) of all meetings of the shareholders, the Board and each committee of the Board and each of its Subsidiaries.

- (b) Subsidiaries. Section 3.1(b) of the Disclosure Letter sets forth a complete and correct list of each Subsidiary of Nstein, its status, and its place and form of organization. All the outstanding shares in the capital of, or other equity or voting interests in, each such Subsidiary are owned, directly or indirectly, by Nstein free and clear of any Liens, except for Liens for taxes not yet due and payable that are payable without penalty, and are duly authorized, validly issued, fully paid and non-assessable.
- (c) Capital Structure.
 - (i) The authorized share capital of Nstein consists of an unlimited number of Nstein Shares and an unlimited number of preference shares. As of the date hereof, there were 52,473,829 Nstein Shares and no preference shares issued and outstanding. In addition, as of the date hereof, there were 3,842,500 Nstein Options to acquire 3,842,500 Nstein Shares outstanding under the Nstein Stock Option Plan and there were 5,049,218 Nstein Warrants to acquire 5,049,218 Nstein Shares. As of the date hereof, other than the Nstein Shares, there are outstanding no other shares of any class or series in the capital of Nstein. Other than the Nstein Stock Option Plan, there are no plans or other Contracts providing for the grant of options exercisable for or into Nstein Shares by Nstein or any of its Subsidiaries. No Nstein Shares are owned by any Subsidiary of Nstein. Section 3.1(c)(i) of the Disclosure Letter sets out a complete and correct list of (A) all outstanding Nstein Options, the number of Nstein Shares subject to such Nstein Options, the grant date, exercise price, vesting schedule and expiration date of each such Nstein Option and the name of the holder thereof and an indication of whether or not each such holder is a current employee or director of Nstein or any of its Subsidiaries; and (B) all outstanding Nstein Warrants, the number of Nstein Shares subject to such Nstein Warrants, the grant date, the exercise price and expiration date of each such Nstein Warrant.
 - (ii) Except as set forth in Section 3.1(c)(i) and in Section 3.1(c)(ii) of the Disclosure Letter, as of the date of this Acquisition Agreement, no shares in the capital of, or other equity or voting interests in, Nstein, or options, warrants, share units, restricted stock awards, stock appreciation rights, phantom stock awards or

other rights to acquire any such stock or securities, or other rights that are linked to the value of the Nstein Shares or the value of Nstein or any part thereof, were issued, reserved for issuance or outstanding.

- (iii) All outstanding Nstein Shares are, and all Nstein Shares that may be issued pursuant to the Nstein Stock Option Plan will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and non-assessable and not subject to pre-emptive rights. There are no (A) bonds, debentures, notes or other indebtedness of Nstein or any of its Subsidiaries and (B) except as set forth in Section 3.1(c)(i) and pursuant to the Nstein Stock Option Plan, there are no securities or other instruments or obligations of Nstein or any of its Subsidiaries, in each case, the value of which is based upon or derived from any shares in the capital of, or other equity or voting interests in, Nstein or which has or which by its terms may have at any time (whether actual or contingent) the right to vote (or which is convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Nstein or any of its Subsidiaries may vote. Except as set forth in Section 3.1(c)(i), there are no securities, options, warrants, calls, rights or Contracts of any kind to which Nstein or any of its Subsidiaries is a party, or by which Nstein or any of its Subsidiaries is bound, obligating Nstein or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares in the capital of, or other equity or voting interests in, or securities convertible into, or exchangeable or exercisable for, shares in the capital of, or other equity or voting interests in, Nstein or any of its Subsidiaries or obligating Nstein or any of its Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, right or Contract. There are no outstanding contractual or other obligations of Nstein or any of its Subsidiaries to (I) repurchase, redeem or otherwise acquire any shares in the capital of, or other equity or voting interests in, Nstein or any of its Subsidiaries or (II) vote or dispose of any shares in the capital of, or other equity or voting interests in, Nstein or any of its Subsidiaries. Except for the Nstein Voting Agreements, Nstein is not a party to any voting agreements with respect to any shares in the capital of or other equity or voting interests in Nstein or any of its Subsidiaries and, to the knowledge of Nstein, as of the date of this Acquisition Agreement, other than any support agreements executed and delivered contemporaneously with this Acquisition Agreement, there are no irrevocable proxies and no voting agreements with

respect to any shares in the capital of, or other equity or voting interests in, Nstein or any of its Subsidiaries.

- (iv) All outstanding Nstein Options and Nstein Warrants are evidenced by individual written certificates and or agreements, substantially identical to the forms set forth in Section 3.1(c)(iv) of the Disclosure Letter.
- (v) Section 3.1(c)(v) of the Disclosure Letter sets forth (i) the name of each Optionholder of unvested Nstein Options that will be entitled to any acceleration of the vesting of such unvested Nstein Options as a result of the transactions contemplated by this Acquisition Agreement, (ii) with respect to each such Optionholder, the number of Nstein Shares subject to such unvested Nstein Options that will be subject to such acceleration and (iii) with respect to each such Optionholder, the Contracts pursuant to which such Optionholder is entitled to such acceleration, if any.
- (vi) Section 3.1(c)(vi) of the Disclosure Letter sets forth, as of the date hereof, all outstanding Financial Indebtedness of Nstein and its Subsidiaries in excess of \$50,000. Except as set forth in Section 3.1(c)(vi) of the Disclosure Letter, all the outstanding Financial Indebtedness of Nstein or any of its Subsidiaries in excess of \$50,000 is prepayable without prepayment penalty or premium, and no Financial Indebtedness of Nstein or any of its Subsidiaries contains any restriction upon the incurrence of Financial Indebtedness by Nstein or any of its Subsidiaries or restricts the ability of Nstein or any of its Subsidiaries to grant any Liens on its properties or assets.
- (vii) There are no outstanding Guarantees (or any similar instruments or Contracts) of Financial Indebtedness by Nstein or any of its Subsidiaries.
- (viii) Nstein does not have in effect any shareholders rights plan or similar arrangement. Subject to satisfaction of the conditions referred to in Article 6, neither Nstein nor the Nstein Shares are subject to any applicable Law that would prohibit or limit the Amalgamation or the ownership by Open Text of Amalco.
- (d) Authority; Noncontravention. Nstein has the requisite corporate power and authority to execute and deliver this Acquisition Agreement, to complete the Amalgamation and the other transactions contemplated by this Acquisition Agreement, subject, in the case of completion of the Amalgamation, to obtaining Shareholder Approval, and to complying with the provisions of this Acquisition Agreement.

The execution and delivery of this Acquisition Agreement by Nstein, the completion of the Amalgamation and the other transactions contemplated by this Acquisition Agreement and the compliance by Nstein with the provisions of this Acquisition Agreement have been duly authorized by all necessary corporate action on the part of Nstein, and no other corporate proceedings or approvals on the part of Nstein or its securityholders are necessary to authorize this Acquisition Agreement, to comply with the terms of this Acquisition Agreement or to complete the Amalgamation and the other transactions contemplated by this Acquisition Agreement, subject, in the case of completion of the Amalgamation, to obtaining Shareholder Approval. To the best of knowledge, each director of Nstein who is a Nstein Shareholder has made a statement that such director intends to vote in favour of the Amalgamation Resolution. This Acquisition Agreement has been duly executed and delivered by Nstein and, assuming the due execution and delivery of this Acquisition Agreement by Open Text and Subco, constitutes a valid and binding obligation of Nstein, enforceable against Nstein in accordance with its terms, except that such enforceability may be (i) limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) subject to general principles of equity, whether considered in a proceeding at law or in equity (the "**Bankruptcy and Equity Exception**").

- (e) The execution and delivery of this Acquisition Agreement, the completion of the Amalgamation and the other transactions contemplated by this Acquisition Agreement and compliance by Nstein with the provisions of this Acquisition Agreement do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to a loss of a benefit under, or require any consent or other action by any person under, or result in the creation of any Lien in or upon any of the properties or assets of Nstein or any of its Subsidiaries under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements which, individually or in the aggregate, have not had and would not reasonably be likely (x) to the knowledge of Nstein result in a Material Adverse Effect (or affect Open Text in a material and adverse manner), (y) to prevent, materially impede or materially delay the consummation by Nstein of the Amalgamation or the other transactions contemplated hereby or (z) to result in an impairment in any material respect of the ability of Nstein to perform its obligations under this Acquisition Agreement. No consent, approval, order or authorization of, registration,

declaration or filing with, or notice to, any Governmental Entity, is required by Nstein or any of its Subsidiaries in connection with the execution and delivery of this Acquisition Agreement by Nstein, the completion of the Amalgamation or any of the other transactions contemplated by this Acquisition Agreement or the compliance by Nstein with the provisions of this Acquisition Agreement, other than as specifically set forth in this Acquisition Agreement or pursuant to applicable Securities Laws or other Laws. Following the consummation of the Amalgamation in accordance with its terms, Open Text will not have any obligation to make any payment to any person with respect to the purchase of any Nstein Shares, any Nstein Options or any Nstein Warrants, except as contemplated in the Amalgamation Agreement.

(f) CSA Documents.

- (i) Nstein is a "reporting issuer" under the Securities Laws and is not in default of any material requirements under Securities Laws. No delisting, suspension of trading or cease trading order with respect to the Nstein Shares is pending or, to the knowledge of Nstein, threatened, other than the potential delisting of the Nstein Shares from the TSX-V as a result of the completion of the Amalgamation. To the knowledge of Nstein, no inquiry, review or investigation (formal or informal) of any securities regulatory authority under applicable Securities Laws or the TSX-V is in effect or ongoing or expected to be implemented or undertaken.
- (ii) Nstein has made available to Open Text, or the System for Electronic Data, Analysis and Retrieval (SEDAR) database contains in a publicly available format, complete and correct copies of all reports, schedules, forms, statements and other documents filed with or furnished to the CSA by Nstein since September 30, 2009 (together with all exhibits and schedules thereto and documents and other information incorporated therein by reference, the "CSA Documents"). Nstein has filed with or furnished to the CSA each report, schedule, form, statement or other document or filing required by Law to be filed or furnished since September 30, 2009. No Subsidiary of Nstein is required to file or furnish any material report, schedule, form, statement or other document with, or make any other filing with, or furnish any other material to, the CSA. Nstein has not received any comment letter from the CSA relating to the CSA Documents. As of the date of this Acquisition Agreement, to the knowledge of Nstein, none of the CSA Documents is the subject of any ongoing review by the CSA. The comparative financial statements (including the related notes) of Nstein included in the

CSA Documents complied, at the time the respective statements were filed, as to form in all material respects with the applicable accounting requirements and the rules of the CSA with respect thereto, have been prepared in accordance with generally accepted accounting principles in effect from time to time in Canada ("GAAP") applied on a consistent basis. Except (A) as set forth in the most recent balance sheet (including the notes thereto) included in the CSA Documents (the "**Baseline Financials**"), (B) for liabilities incurred after the date of the Baseline Financials in the ordinary course of business consistent with past practice and similar in character and amount to the liabilities and obligations set forth in the Baseline Financials, and (C) liabilities in respect of fees and expenses incurred by Nstein in connection with the Amalgamation and the other transactions contemplated by this Acquisition Agreement, Nstein and its Subsidiaries have no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise). Nstein has not filed any confidential material change report or similar disclosure document with any securities regulatory authority or stock exchange that remains confidential as of the date of this Acquisition Agreement.

- (iii) Subject to the standards applying to venture issuers (as defined in Regulation 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*), Nstein has established and maintains, adheres to and enforces a system of internal accounting controls which are effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Neither Nstein nor any of its Subsidiaries or Nstein's independent auditors, has identified or been made aware of (A) any significant deficiency or material weakness (as defined in Regulation 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* ("**Regulation 52-109**")) in the system of internal accounting controls utilized by Nstein and, to the knowledge of Nstein, its Subsidiaries, in each case which has not been subsequently remediated, or (B) any fraud that involves Nstein's management or employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Nstein and its Subsidiaries, or (C) any allegation regarding the foregoing.
- (iv) To the knowledge of the Nstein, neither Nstein nor any Subsidiary of Nstein nor any director, officer, employee, auditor, accountant or representative of Nstein or any Subsidiary of Nstein, has received or otherwise had or obtained knowledge of

any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Nstein or any Subsidiary of Nstein or their respective internal accounting controls.

- (v) Neither Nstein nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract relating to any transaction or relationship between or among Nstein and any of its Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand), where the result, purpose or effect of such Contract is to avoid disclosure of any transaction involving, or liabilities of, Nstein or any of its Subsidiaries in Nstein's or any of its Subsidiaries published financial statements or other CSA Documents.

(g) Absence of Certain Changes or Events.

- (i) Since December 31, 2009 to the date of this Acquisition Agreement, Nstein and its Subsidiaries have conducted their respective businesses only in the ordinary course consistent with past practice and, except as disclosed in Section 3.1(g)(i) of the Disclosure Letter, there has not been (A) any Material Adverse Effect, (B) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, or repurchase or redemption of any shares in the capital of, or equity or other voting interests in, Nstein or any of its Subsidiaries, except for dividends by a direct or indirect wholly-owned Subsidiary of Nstein to its parent, (C) any split, combination or reclassification of any shares in the capital of, or equity or other voting interests in, Nstein or any of its Subsidiaries or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares in the capital of, or other equity or voting interests in, Nstein or any of its Subsidiaries, (D) any grant by Nstein or any of its Subsidiaries to any current or former director, officer, employee, individual contractor or individual consultant of Nstein or any of its Subsidiaries (collectively, "**Nstein Personnel**") of any bonus opportunity, any loan or any increase in any type of compensation or benefits, (E) any payment by Nstein or any of its Subsidiaries to any Nstein Personnel of any bonus, (F) any grant by Nstein or any of its Subsidiaries to any current director or officer of Nstein or any of its Subsidiaries of any severance, change in control, termination or similar

compensation or benefits or increases therein or of the right to receive any severance, change in control, termination or similar compensation or benefits or increases therein or any grant by Nstein or any of its Subsidiaries to any other Nstein Personnel of any severance, change in control, termination or similar compensation or benefits or increases therein or of the right to receive any severance, change in control, termination or similar compensation or benefits or increases therein, (G) any adoption of or entry by Nstein or any of its Subsidiaries into, any amendment of or modification to or agreement to amend or modify, or any termination of, (1) any employment, deferred compensation, change in control, severance, termination, loan, indemnification, retention, stock repurchase, or similar Contract between Nstein or any of its Subsidiaries, on the one hand, and any Nstein Personnel, on the other hand, (2) any consulting agreement between Nstein or any of its Subsidiaries, on the one hand, and any current or former officer or director of Nstein or any of its Subsidiaries, on the other hand, (3) any consulting agreement between Nstein or any of its Subsidiaries, on the one hand, and any other Nstein Personnel, on the other hand, (4) any Contract between Nstein or any of its Subsidiaries, on the one hand, and any Nstein Personnel, on the other hand, the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving Nstein of the nature contemplated by this Acquisition Agreement or (5) any trust or insurance Contract or other agreement to fund or otherwise secure payment of any compensation or benefit to be provided to any Nstein Personnel (all such Contracts under this clause (G), including any such Contract which is entered into any time prior to or on or after the date of this Acquisition Agreement, collectively, "**Benefit Agreements**"), (H) any grant or amendment of any incentive award (including stock options, stock appreciation rights, performance units, restricted stock, restricted stock units, stock repurchase rights or other stock-based or stock-related awards) or the removal or modification of any restrictions in any such award (including the acceleration thereof), (I) any change in financial or tax accounting methods, principles or practices by Nstein or any of its Subsidiaries, except insofar as may have been required by GAAP or applicable Laws, (J) any tax election or change in any tax election or any settlement or compromise of any income tax liability, (K) any write-down by Nstein or any of its Subsidiaries of any of the assets of Nstein or any of its Subsidiaries, or (L) any licensing or other agreement with regard to the acquisition or disposition of any Intellectual Property or rights thereto, other than licenses

granted in the ordinary course of the business of Nstein and its Subsidiaries consistent with past practice.

- (ii) Except as set out in Section 3.1(j) of the Disclosure Letter, since September 30, 2009, each of Nstein and its Subsidiaries has continued all pricing, sales, receivables and payables practices in accordance with the ordinary course of business consistent with past practice and has not engaged, except in the ordinary course of business consistent with past practice, in (A) any trade loading practices or other promotional sales or discount activity with any customers or distributors with the effect of accelerating to prior fiscal quarters (including the current fiscal quarter) sales to the trade or otherwise that would otherwise be expected to occur in subsequent fiscal quarters, (B) any practice that would have the effect of accelerating to prior fiscal quarters (including the current fiscal quarter) collections of receivables that would otherwise be expected to be made in subsequent fiscal quarters, (C) any practice that would have the effect of postponing to subsequent fiscal quarters payments by Nstein or any of its Subsidiaries that would otherwise be expected to be made in prior fiscal quarters (including the current fiscal quarter) or (D) any other promotional sales or discount activity.

(h) Litigation.

- (i) Section 3.1(h) of the Disclosure Letter sets forth, as of the date of this Acquisition Agreement, a complete and correct list of all Litigation pending or, to the knowledge of Nstein, threatened by or against Nstein or any of its Subsidiaries other than any Litigation in an amount that is less than \$10,000 individually or \$100,000 in aggregate.
- (ii) Except as set forth in Section 3.1(h) of the Disclosure Letter, there is no Judgment of any Governmental Entity or arbitrator outstanding against, or, to the knowledge of Nstein, investigation, proceeding, notice of violation, order of forfeiture or complaint by any Governmental Entity involving, Nstein or any of its Subsidiaries. Neither Nstein nor any of its Subsidiaries has commenced any Litigation (other than immaterial actions for non-payment in the ordinary course of business consistent with past practice that have been settled) since December 31, 2009.

(i) Contracts.

- (i) Section 3.1(i) of the Disclosure Letter contains a complete and accurate list of all Material Contracts to or by which the Company or any of its Subsidiaries is a party or is bound.

(ii) Each Material Contract is valid and binding on the Company (and/or each such Subsidiary of the Company party thereto) and is in full force and effect, and neither the Company nor any of its Subsidiaries party thereto, nor to the knowledge of the Company, any other party thereto, is in breach of, or default under, any such Material Contract, and no event has occurred that with notice or lapse of time or both would constitute a breach or default under any Material Contract by the Company or any of its Subsidiaries, or, to the knowledge of the Company, any other party thereto.

(iii) None of the counterparties to any Material Contracts, since January 1, 2009, (A) has cancelled, terminated or materially adversely altered its relationship with the Company or its Subsidiaries, or (B) to the knowledge of the Company, has threatened or indicated its intention to the Company to cancel, terminate or adversely alter its relationship with the Company or its Subsidiaries or to reduce its purchase from or sale to the Company or any of its Subsidiaries of any products, goods or services.

(iv) Except as set forth in Section 3.1(i) of the Disclosure Letter, no Material Contract would upon the execution of this Acquisition Agreement or the completion of the transactions contemplated by this Acquisition Agreement: (A) be violated, contravened or breached by, or under which a default would occur; (B) require any consent or prior approval be obtained from any person (including consents relating to the change of control of the Company and its Subsidiaries) or notice (prior to or following the Effective Time); or (C) terminate or have rights thereunder accelerated or limited.

(j) Compliance with Laws.

- (i) Nstein and its Subsidiaries and their respective properties, assets, operations and businesses have been and are being operated and have been and are in compliance in all material respects with all applicable Laws and Judgments. Except as set out in Section 3.1(j) of the Disclosure Letter, none of Nstein or any of its Subsidiaries has received a notice or other communication alleging a possible material violation of any Law or Judgments applicable to its properties, assets, businesses or operations.
- (ii) Nstein and its Subsidiaries have in effect all Permits necessary for them to own, lease or otherwise hold and operate their respective properties and assets and to carry on their respective businesses in all material respects as currently conducted, including with respect to the transfer or export of any Nstein IP, and as currently proposed to be conducted, and there has occurred no material violation of, or material default (with or without notice or lapse of time, or both) under, any such Permit. There has occurred no event which, to the knowledge of Nstein, could reasonably be expected to result in the revocation,

cancellation, non-renewal or adverse modification of any such Permit and the Amalgamation, in and of itself, and the other transactions contemplated by this Acquisition Agreement could not reasonably be expected to cause the revocation, cancellation, non-renewal or adverse modification of any such Permit.

- (iii) There are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans that, to the knowledge of Nstein, could reasonably be expected to (i) interfere with or prevent compliance or continued compliance by Nstein or any of its Subsidiaries with any import/export Laws governing Nstein's or any of its Subsidiaries' present and currently contemplated future operations or with any Law, Judgment, notice or demand letter issued, entered, promulgated or approved thereunder, (ii) give rise to any liability of Nstein or any of its Subsidiaries under any import/export Law governing Nstein or any of its Subsidiaries' past, present and currently contemplated future operations or business or (iii) otherwise form a valid basis of any Litigation based on or related to import or export of goods or services, and, to the knowledge of Nstein, no such events, conditions, circumstances, activities, practices, incidents, actions or plans could reasonably be expected to arise in the future.
- (iv) To the knowledge of Nstein, none of Nstein's or, any of its Subsidiaries or any of their respective directors, executives, representatives, agents or employees (A) has violated or is violating any provision of the United States *Foreign Corrupt Practices Act of 1977* or the *Corruption of Foreign Public Officials Act*, or similar applicable legislation in any other jurisdiction (B) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (C) has made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature or (D) is or during the last two years has been (except as to routine security investigations) under administrative, civil or criminal investigation or indictment by any Governmental Entity in connection with their employment at Nstein or any of its Subsidiaries.
- (k) Absence of Changes in Benefit Plans; Employment Agreements; Labour Relations.
 - (i) Except as disclosed in the CSA Documents, since January 1, 2008 to the date of this Acquisition Agreement, none of Nstein or any of its Subsidiaries has adopted, entered into, terminated, amended, modified or agreed to adopt, enter into, terminate,

amend or modify in any material respect any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock appreciation, restricted stock, stock repurchase right, stock option (including the Nstein Stock Option Plan), phantom stock, stock-based compensation, performance, retirement, savings, paid time off, perquisite, vacation, severance, change in control, termination, retention, disability, death benefit, hospitalization, medical or other welfare benefit or other similar plan, program, arrangement or agreement (whether oral or written, funded or unfunded and whether or not subject to the Laws of Canada or the United States), which is sponsored, maintained, contributed to or required to be maintained or contributed to by Nstein or any of its Subsidiaries or with respect to which Nstein is otherwise jointly or severally liable under applicable Laws (each, a **"Commonly Controlled Entity"**), in each case, providing compensation or benefits to any Nstein Personnel and other persons, but not including the Benefit Agreements (all such plans, programs, arrangements and agreements, including any such plan, program, arrangement or agreement entered into or adopted on or after the date of this Acquisition Agreement, collectively, **"Benefit Plans"**).

- (ii) As of the date of this Acquisition Agreement, there are no collective bargaining or other labour union agreements to which Nstein or any of its Subsidiaries is a party or by which any of them is bound. Since December 31, 2007, neither Nstein nor any of its Subsidiaries has encountered any labour union organizing activity, or had any actual or, to the knowledge of Nstein, threatened employee strikes, work stoppages, slowdowns or lockouts. None of the employees of Nstein or any of its Subsidiaries is represented by any union with respect to his or her employment by Nstein or such Subsidiary. Each of Nstein and its Subsidiaries is, and since December 31, 2007, has been, in compliance in all material respects with all applicable Laws and Judgments relating to employment and employment practices, occupational safety and health standards, terms and conditions of employment and wages and hours, and is not, and since December 31, 2007 has not, engaged in any unfair labour practice. As of the date hereof, Nstein has not received notice of any unfair labour practice charge or complaint against Nstein or any of its Subsidiaries that is pending, and, to the knowledge of Nstein, there is no unfair labour practice charge or complaint against Nstein or any of its Subsidiaries threatened, in each case before any board or tribunal with respect to any employment or labour matters.

(iii) To the knowledge of Nstein, no Nstein Personnel is a party to or bound by any Contract, is subject to any Judgment or is a party to any Litigation, in each case, that may interfere with the use of such Nstein Personnel's best efforts to promote the interests of Nstein and its Subsidiaries, conflict with the operations or business of Nstein or any of its Subsidiaries (as currently conducted or as currently proposed to be conducted) or the transactions contemplated by this Acquisition Agreement or could reasonably be expected to adversely affect Nstein or any of its Subsidiaries in any material respect. To the knowledge of Nstein, no activity of any Nstein Personnel as or while Nstein Personnel has caused a violation of any employment Contract, confidentiality agreement, patent disclosure agreement or other Contract. The execution and delivery of this Acquisition Agreement and the completion of the transactions contemplated hereby (including the Amalgamation) and compliance by Nstein and its Subsidiaries with the provisions of this Acquisition Agreement do not and will not conflict with, or result in any violation or breach by Nstein or any of its Subsidiaries of, or default by Nstein or any of its Subsidiaries (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any material obligation of Nstein or any of its Subsidiaries or to a loss of a material benefit by Nstein or any of its Subsidiaries under, or result in the creation of any Lien in or upon any of the properties or assets of Nstein or any of its Subsidiaries under, or give rise to any materially increased, additional, accelerated or guaranteed rights or entitlements against Nstein or any of its Subsidiaries under, any Contract under which any Nstein Personnel is now obligated.

(1) Environmental Matters. (i) Each of Nstein and its Subsidiaries is, and since December 31, 2007, has been, in compliance in all material respects with all applicable Environmental Laws, and as of the date hereof neither Nstein nor any of its Subsidiaries has received any written communication alleging that Nstein or such Subsidiary is in violation of, or may, to the knowledge of Nstein, have liability under, any Environmental Law; (ii) each of Nstein and its Subsidiaries possesses and is in compliance in all material respects with all Permits required under applicable Environmental Laws for the conduct of their respective operations as now being conducted, and all such Permits are in good standing; and (iii) there are no material Environmental Claims pending or, to the knowledge of Nstein, threatened against Nstein or any of its Subsidiaries. For all purposes of this Acquisition Agreement, (A) "**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits,

Judgments, demands, directives, claims, Liens, investigations, proceedings or written or oral notices of noncompliance or violation by or from any person alleging liability of any kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resource damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from the failure to comply with any Environmental Law; and (B) “**Environmental Law**” means any Law, Judgment, legally binding agreement or Permit issued, promulgated or entered into by or with any Governmental Entity relating to pollution, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), natural resources or human health and safety.

(m) Pension and Benefit.

- (i) Section 3.1(m)(i) of the Disclosure Letter sets forth a complete and correct list of all Benefit Plans and all material Benefit Agreements (which, for greater certainty, includes all Benefit Agreements between Nstein or any of its Subsidiaries, on one hand, and any director or officer of Nstein or any of its Subsidiaries or shareholder of Nstein, on the other). Nstein has delivered or made available to Open Text current and complete copies of all Benefit Plans and Benefit Agreements, as amended to date, together with all other material documents relating to the Benefit Plans and Benefit Agreements.
- (ii) There are no Benefit Plans or Benefit Agreements providing pensions, superannuation benefits or retirement savings including pension plans, top up pensions or supplemental pensions, “registered retirement savings plans” (as defined in the Tax Act), “registered pension plans” (as defined in the Tax Act) and “retirement compensation arrangements” (as defined in the Tax Act) to Nstein Personnel or other persons employed or resident in Canada.
- (iii) Each Benefit Plan is, and has been, established, registered, amended, funded, administered and invested in compliance in all material respects with the terms of such Benefit Plan (including the terms of any Benefit Agreement or other documents in respect of such Benefit Plan) and all Laws. Neither Nstein nor any of its Subsidiaries has received, in the last three years, any notice from any person questioning or challenging such compliance, and Nstein has no knowledge of any such notice beyond the last three years. There is no investigation by a

Governmental Entity, pending termination proceedings or other claims (other than routine claims for payment of benefits), suits or proceedings pending or, to the knowledge of Nstein threatened involving any Benefit Plan or their assets, and no facts exist which could reasonably be expected to give rise to any claims (other than routine claims for payment of benefits), suits or proceedings. All reports, returns and similar documents with respect to all Benefit Plans required to be filed with any Governmental Entity or distributed to any Benefit Plan participant have been duly and timely filed or distributed.

- (iv) Neither Nstein nor any of its Subsidiaries has any formal plan or has made any promise or commitment, whether legally binding or not, to create any additional Benefit Plan or to improve or change the benefits provided under any Benefit Plan.
- (v) None of the Benefit Plans provide for benefit increases or acceleration of, or an increase on, securing or funding obligations that are contingent upon, or will be triggered by, the entering of this Acquisition Agreement or the completion of the transactions contemplated herein.
- (vi) There are no Benefit Plans to which the Company or its Subsidiaries are required to contribute which are not maintained or administered by the Company or its Subsidiaries.
- (vii) All data necessary to administer each Benefit Plan is in the possession of the Company or its agent and is in a form which is sufficient for the proper administration of the Benefit Plan in accordance with its terms and all Laws and such data is complete and correct.
- (viii) None of the Benefit Plans, or any Benefit Agreements, require or permit a retroactive increase in premiums or payments, or require additional premiums or payments on termination of the Benefit Plan or any Benefit Agreement relating thereto.
- (ix) All employer and employee payments, contributions and premiums required to be remitted, paid to or in respect of each Benefit Plan have been paid or remitted in a timely fashion in accordance with its material terms and Laws. Neither Nstein nor any of its Subsidiaries has incurred, or is reasonably likely to incur, any unfunded liabilities in relation to any Benefit Plan that have not been properly accounted for under GAAP.
- (x) There are no agreements, or undertakings, written or oral, other than those set forth in the written Benefit Plans that would result

in any material liability to Nstein or any of its Subsidiaries on or at any time after the Effective Date on amendment or termination of any Benefit Plan (including any Benefit Plan covering retirees or other former employees).

- (xi) None of the Benefit Plans provide benefits beyond retirement or other termination of service to Nstein Personnel except where the cost thereof is borne entirely by the former employee (or his or her eligible dependents or beneficiaries) or as required by applicable Law.

(n) Taxes.

- (i) Each of Nstein and each of its Subsidiaries has filed with the appropriate tax authority in the prescribed form and within the prescribed time all tax returns required to be filed by it, and all such tax returns are complete and correct in all material respects. Each of Nstein and its Subsidiaries has timely paid all material taxes due and payable by it, including all instalments on account of taxes for the current year that are due and payable by it, whether or not assessed and whether or not shown on any tax return, other than taxes being contested in good faith and for which adequate reserves, in accordance with GAAP, have been established and reflected in the CSA Documents filed prior to the date of this Acquisition Agreement. The most recent financial statements contained in the CSA Documents reflect an adequate reserve, in accordance with GAAP for amounts at least equal to the amount of all material taxes payable by Nstein and its Subsidiaries that are not yet due and payable whether or not assessed and whether or not shown as being due on any tax returns and that relate to periods ending on or prior to the date of such financial statements, and Nstein and each of its Subsidiaries has made adequate provisions in accordance with GAAP in their books and records for any taxes accruing in respect of any period which has ended subsequent to the period covered by such financial statements.
- (ii) As of the date hereof, no tax return of Nstein or any of its Subsidiaries is, to the knowledge of Nstein, currently under audit or examination by any taxing authority, and no written notice of such an audit or examination has been received by Nstein or any of its Subsidiaries. There is no deficiency, assessment or reassessment, refund litigation, proposed adjustment or matter in controversy with respect to any taxes due and owing by Nstein or any of its Subsidiaries. Any deficiency, assessment or reassessment resulting from any completed audit or examination or concluded litigation relating to taxes by any taxing authority

has been timely paid. No proposed adjustments relating to taxes were raised in writing by the relevant taxing authority during any presently pending audit or examination, and no proposed adjustments relating to taxes were raised in writing by the relevant taxing authority in any completed audit or examination that could reasonably be expected to recur in a later taxable period.

- (iii) Neither Nstein nor any of its Subsidiaries has requested any extension of time within which to file any tax return which tax return has not yet been filed and there is no currently effective agreement or other document extending the period of assessment or collection of any taxes.
- (iv) No Liens for taxes exist with respect to any assets or properties of Nstein or any of its Subsidiaries, except for Liens imposed by applicable Laws for taxes not yet due and Liens for taxes that Nstein or any of its Subsidiaries is contesting in good faith through appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established by Nstein.
- (v) Each of Nstein and its Subsidiaries has complied in all material respects (individually or in the aggregate) with all applicable Laws relating to the withholding and remittance of taxes and have, within the time and the manner prescribed by Law, withheld all material taxes and other amounts (individually or in the aggregate) required to be so withheld and has duly and timely remitted to the appropriate taxing authority such taxes and other amounts required by Law to be remitted by it.
- (vi) Each of Nstein and its Subsidiaries has conducted all aspects of its business in accordance with the terms and conditions of all tax rulings and tax concessions that were provided by any relevant taxing authority.
- (vii) Since the publication date of Nstein's most recently published consolidated financial statements, no material tax liability not reflected in such statements has been incurred or accrued or to the knowledge of Nstein has been assessed or proposed to be assessed.
- (viii) Except as disclosed in Section 3.1(n)(viii) of the Disclosure Letter, each of Nstein and its Subsidiaries has duly and timely collected all material amounts on account of any sales or transfer taxes, including goods and services taxes, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the

appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it.

- (ix) None of Nstein or any of the Subsidiaries has made, prepared and/or filed any elections, designations, or similar filings relating to taxes or entered into any agreement or other arrangement in respect of taxes or tax returns that has any material effect for any period ended after the Effective Date.
- (x) Nstein has delivered or made available to Open Text (A) complete and correct copies of all tax returns of Nstein and each of its Subsidiaries relating to taxes for the past three taxable periods and (B) complete and correct copies of all tax rulings (including private letter rulings), taxation authority reports, information document requests, notices of proposed deficiencies, deficiency notices, protests, petitions, closing agreements, settlement agreements, pending ruling requests, transfer pricing studies, valuation studies and any similar documents received from or submitted to a taxation authority by, or agreed to by or on behalf of Nstein and/or any of its Subsidiaries, and relating to taxes for the past three taxable periods.
- (xi) Neither Nstein nor any of its Subsidiaries is a party to, bound by any or currently has any liability under any tax sharing agreement, tax indemnity obligation or similar agreement or arrangement with respect to taxes (including any advance pricing agreement, closing agreement or other similar written agreement relating to taxes with any taxing authority).
- (xii) Nstein has not participated, directly or through a partnership, in a transaction or series of transactions contemplated in subsection 247(2) of the Tax Act or any comparable law in any province or territory in Canada. Nstein has delivered or made available to Open Text complete and correct copies of all transfer pricing studies commissioned by the Company since 2006.
- (xiii) Except pursuant to this Acquisition Agreement, for purposes of the Tax Act or any other applicable tax statute, no person or group of persons has ever acquired or had the right to acquire control of Nstein or any of its Subsidiaries.
- (xiv) Nstein and its Subsidiaries do not have any material amount of securities or other assets which have been unclaimed by a customer for more than one year.
- (xv) None of sections 78, 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act, or any equivalent provision of the tax legislation of any

province or any other jurisdiction, have applied or will apply to Nstein or any of its Subsidiaries at any time up to and including the Closing Date.

- (xvi) None of Nstein or any of its Subsidiaries has acquired property from a non-arm's length person, within the meaning of the Tax Act, for consideration, the value of which is less than the fair market value of the property acquired in circumstances which could subject it to a liability under section 160 of the Tax Act.
 - (xvii) Neither Nstein nor any of its Subsidiaries has ever been a member of an affiliated group of corporations filing a combined or consolidated tax return, other than a group the parent of which was Nstein, nor do Nstein or any of its Subsidiaries have any liability for material Taxes of any other person under any provision of Law or otherwise.
 - (xviii) For purposes of this Acquisition Agreement, (A) "**taxes**" shall include all federal, provincial, state and local, domestic and foreign income, franchise, property, sales, goods and services, harmonized sales, excise, employment, employer health, payroll, health, social security, value-added, ad valorem, transfer, withholding and other taxes, including taxes based on or measured by gross receipts, profits, capital, sales, use or occupation, tariffs, levies, customs duties and import and export taxes, countervail and anti-dumping, license or registration fees, Canada, Québec and other government pension plan premiums or contributions, impositions, assessments or governmental charges of any nature whatsoever, including any interest, penalties, fines or additions with respect thereto and including any transfer pricing penalties imposed by a taxation authority; (B) "**taxing authority**" means any Governmental Entity exercising regulatory authority in respect of any taxes; and (C) "**tax return**" means any returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto made, prepared, filed or required to be made, prepared or filed in respect of taxes.
- (o) Properties.
- (i) Each of Nstein and its Subsidiaries has good and marketable title to, or in the case of leased property and leased tangible assets has valid and enforceable leasehold interests in, all of its properties and tangible assets, except for such properties and tangible assets as are no longer used or useful in the conduct of its businesses or

as have been disposed of in the ordinary course of business and except for defects in title, easements, restrictive covenants, taxes that are not yet delinquent and similar encumbrances that, individually or in the aggregate, have not materially interfered with, and is not reasonably likely to materially interfere with, the ability of Nstein and its Subsidiaries to use such property and assets in the business of Nstein and its Subsidiaries as currently conducted and as proposed by Nstein to be conducted. All such properties and tangible assets, other than properties and tangible assets in which Nstein or any of its Subsidiaries has a leasehold interest, are free and clear of all Liens, except for Permitted Liens.

- (ii) Section 3.1(o)(ii) of the Disclosure Letter sets forth a complete and correct list as of the date of this Acquisition Agreement of all real property and interests in real property leased by Nstein or any of its Subsidiaries (each such property, a **“Leased Real Property”**). Neither Nstein nor any of its Subsidiaries currently owns, or has previously owned, in fee any real property or interests in real property.
- (iii) Except as set out in Section 3.1(o)(iii) of the Disclosure Letter, with respect to each Leased Real Property, (A) the transactions contemplated by this Acquisition Agreement do not require the consent of any party to any lease and (B) neither Nstein nor any of its Subsidiaries has subleased, licensed or otherwise granted anyone the right to use or occupy such Leased Real Property or any material portion thereof.
- (iv) Each of Nstein and its Subsidiaries is in compliance in all material respects with the terms of all leases of Leased Real Property to which it is a party and under which it is in occupancy, and each such lease is a legal, valid and binding agreement of Nstein or its Subsidiary, as the case may be and, to the knowledge of Nstein, of each other party thereto, enforceable against Nstein or such Subsidiary, as the case may be, and, to the knowledge of Nstein, against the other party or parties thereto, in each case, in accordance with its terms, subject to the Bankruptcy and Equity Exception. Each of Nstein and its Subsidiaries enjoys peaceful and undisturbed possession in all material respects under all the leases to material Leased Real Property to which it is a party and under which it is in occupancy.
- (p) Title to Assets. Nstein or one of its Subsidiaries has good and valid title to all of Nstein’s material properties and tangible assets purported to be owned by it, and a valid leasehold interest in all of Nstein’s material properties and tangible assets in which it purports to

have a leasehold interest, in each case free and clear of all Liens other than Permitted Liens.

(q) Intellectual Property.

- (i) Section 3.1(q)(i) of the Disclosure Letter sets forth a complete and correct list of (A) all issued patents, patent applications, registered trade-marks, trade-mark applications, trade names, domain names, registered service marks, service mark applications, registered copyrights and mask work rights and applications therefor owned by Nstein or any of its Subsidiaries as of the date of this Acquisition Agreement (the “**Registered Nstein IP**”), (B) all other material Intellectual Property owned by Nstein or any of its Subsidiaries as of the date of this Acquisition Agreement (together with the Registered Nstein IP, the “**Nstein Owned IP**”) and (C) all material Nstein Licensed IP.
- (ii)
 - (A) Nstein and each of its Subsidiaries owns, or is licensed or otherwise has the right to use (in each case, free and clear of any Liens, other than Permitted Liens) all Intellectual Property necessary for or material to the conduct of its business as currently conducted.
 - (B) All Registered Nstein IP has been duly registered and/or filed, as applicable, with or issued by each applicable Governmental Entity in each applicable jurisdiction, all necessary affidavits of continuing use have been filed, and all necessary maintenance fees have been paid to continue all such rights in effect.
 - (C) To the knowledge of Nstein, none of Nstein or any of its Subsidiaries or any of its or their products or services nor any Third Party Software as contained in, incorporated into, bundled with or used by such products or services has materially infringed upon or otherwise materially violated, or is materially infringing upon or otherwise materially violating, the Intellectual Property rights of any third party.
 - (D) There is no Litigation pending or, to the knowledge of Nstein, threatened with respect to, any possible infringement or other violation in any material respect by Nstein or any of its Subsidiaries or any of its or their products or services of the Intellectual Property rights of any third party. To the knowledge of Nstein, there is no

investigation pending or threatened with respect to any possible infringement or other violation in any material respect by Nstein or any of its Subsidiaries or any of its or their products or services of the Intellectual Property rights of any third party.

- (E) Nstein has not notified any person that such person or any product or service of such person is infringing upon or otherwise violating in any material respect any Nstein Owned IP. No licensor of any Nstein Licensed IP has notified or otherwise informed Nstein or any of its Subsidiaries in writing that any person or any product or service of any person is infringing upon or otherwise violating in any material respect any Nstein Licensed IP.
- (F) To the knowledge of Nstein, all Nstein IP that is confidential or proprietary has been maintained in confidence in accordance with protection procedures customarily recognized as best practices in Nstein's industry to protect rights of like importance. Except as set forth in Section 3.1(i)(F) of the Disclosure Letter, each of the former or current members of management or key personnel of Nstein or any of its Subsidiaries, including all former and current employees, agents, consultants and independent contractors who have contributed to or participated in the conception and development of material Intellectual Property owned, intended to be owned or used by Nstein or any of its Subsidiaries (all such persons, the **"IP Contributing Parties"**), have assigned or otherwise transferred to Nstein or any of its Subsidiaries all ownership and other rights of any nature whatsoever (to the extent permitted by Law) of such IP Contributing Party in such Intellectual Property, have waived in favour of Nstein or any of its Subsidiaries any moral rights or other similar rights of such IP Contributing Party in such Intellectual Property, and none of the IP Contributing Parties have a valid claim against Nstein or any of its Subsidiaries in connection with the involvement of such IP Contributing Party in the conception and development of any such Intellectual Property, and no such claim has been asserted or threatened against Nstein or any of its Subsidiaries. None of Nstein or any of its Subsidiaries or, to the knowledge of Nstein, any of their current or former Nstein Personnel has any patents issued or applications pending for any device, process, method, design or invention of any kind

now used or needed by Nstein or any of its Subsidiaries in the furtherance of its business operations as currently conducted or as currently proposed to be conducted, which patents or applications have not been assigned to Nstein or such Subsidiary with such assignment duly recorded with the applicable Governmental Entity.

- (G) To the extent Third Party Software is distributed to customers of Nstein or any of its Subsidiaries together with Nstein Owned IP, (1) any third party rights have been identified in Section 3.1(q)(ii)(G)(1) of the Disclosure Letter, (2) all necessary licenses have been obtained and (3) no royalties or payments are due (or such royalties and payments are identified in Section 3.1(q)(ii)(G)(2) of the Disclosure Letter).
- (H) None of the trade secrets or confidential information of Nstein or any of its Subsidiaries has been published or disclosed by Nstein or any of its Subsidiaries, except pursuant to non-disclosure agreements entered into by Nstein or, to the knowledge of Nstein, by any other person to any person except pursuant to licenses or Contracts requiring such other person to keep such trade secrets confidential (which licenses or Contracts will be enforceable by Nstein or such Subsidiary after the Effective Time to an extent sufficient to exploit all trade secrets material to the operations and businesses of Nstein and its Subsidiaries as currently conducted or as currently proposed by Nstein to be conducted).
- (I) None of the products of Nstein or its Subsidiaries contains code or interfaces based on or created using information or source code owned by a third party to enable its functions, other than information, documentation or source code which is either publicly available or with respect to which Nstein or a Subsidiary has been granted a license.
- (J) No person has any exclusive use, marketing rights or distribution rights to any Nstein Owned IP, or any material marketing rights or material distribution rights, in each case, which cannot be terminated on 30 days notice without any cost or penalty to Nstein or any of its Subsidiaries.
- (K) Neither Nstein nor any of its Subsidiaries has sold, exclusively licensed or otherwise transferred ownership of

any Intellectual Property to any person, other than to Nstein or one of its Subsidiaries.

- (L) Except for source code provided to third party developers to make modifications or Derivative Works (1) for the benefit of Nstein or any Subsidiary or (2) to a customer as a licensee pursuant to a Customer Contract (provided that in both cases the third party developers, or customer, as the case may be, are bound by standard and customary provisions to protect Nstein's rights, including confidentially restrictions, prohibitions on the distribution of source code, indemnification against harm caused to Nstein (including claims of infringement)), no Source Code has been published or disclosed by Nstein or any of its Subsidiaries and no licenses or rights have been granted to a third person to distribute the Source Code for, or to use any Source Code to create Derivative Works of, any Nstein Owned IP included in any product currently marketed by, commercially available from or under development by Nstein or any of its Subsidiaries for which Nstein possesses the Source Code. Except as disclosed in Section 3(i)(q)(L) of the Disclosure Letter, none of the Source Code forming part of the Nstein IP has been deposited in escrow and Nstein has not entered into any arrangement under which Source Code may be released to any person upon the happening of certain events or conditions other than ordinary course customer escrows, which for greater certainty do not provide for any release of Source Code upon a change of control.
- (M) Nstein and each of its Subsidiaries has (1) created and has safely stored back-up copies of all their material computer programs and Software (including object code, source code and associated data and documentation, including Ancillary Software IP), and (2) taken reasonable steps to protect their Nstein IP and their rights thereunder, and to the knowledge of Nstein, no such rights to any Nstein IP have been lost or are in jeopardy of being lost through failure to act by Nstein or any of its Subsidiaries.
- (N) Section 3.1(q)(ii)(N) of the Disclosure Letter identifies any and all Open Source, public source or freeware software or any modification or derivative thereof, including any version of any software licensed pursuant to any GNU, general public license, LGPL or limited

general public license, that is used in, incorporated into, integrated or bundled with Nstein IP.

- (O) None of Nstein or any of its Subsidiaries has provided any services pursuant to Contracts that contemplate ownership by a third party of Intellectual Property created in connection with such services that is used in products or services of Nstein or any of its Subsidiaries.
- (P) Nstein and its Subsidiaries have complied, and continue to comply, with the material terms and conditions of the licenses under which Nstein Licensed IP has been licensed.
- (Q) No Nstein Licensed IP has been modified by Nstein or any of its Subsidiaries, except if (1) modifications are permitted pursuant to the terms and conditions of the license under which such Nstein Licensed IP has been licensed; and (2) in the case of material Nstein Licensed IP, indicated as being modified by Nstein in Section 3.1(q)(i) of the Disclosure Letter.
- (R) As of the date hereof, Nstein has in place, consistent with general industry practices, systems for identifying and detecting any computer code which may: (i) irreparably disrupt, disable, erase or harm operation of material Software, or cause such Software to irreparably damage or corrupt any data, hardware, storage media, programs, equipment or communications, or (ii) permit any person to access such Software without authorization.

(r) Insurance. Copies of all material insurance policies have been made available to Open Text. All such material policies are in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or termination has been received with respect to any such material policy which has not been replaced on substantially similar terms prior to the date of such cancellation. There is no material claim pending under any such material policies as to which coverage has been questioned, denied or disputed.

(s) Brokers; Schedule of Fees and Expenses. No broker, investment banker, financial advisor or other person, other than Pagemill Partners L.L.C., the fees and expenses of which are set forth in Section 3.1(s) of the Disclosure Letter and are payable by Nstein, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Amalgamation and the other transactions contemplated by this Acquisition Agreement based

upon arrangements made by or on behalf of Nstein. Nstein has delivered to Open Text complete and correct copies of all agreements under which any such fees or commissions are payable and all indemnification and other agreements related to the engagement of the persons to whom such fees are payable. The fees and expenses of any accountant, broker, financial advisor, consultant, legal counsel or other person retained by Nstein in connection with this Acquisition Agreement or the transactions contemplated hereby incurred or to be incurred by Nstein in connection with this Acquisition Agreement and the transactions contemplated by this Acquisition Agreement and not yet paid will not exceed the fees and expenses set forth in Section 3.1(s) of the Disclosure Letter. Neither Nstein nor any of its Subsidiaries has paid or agreed to pay any fee, commission or expense incurred by any Shareholder (including the fees, commissions or expenses of any accountant, auditor, broker, financial advisor, consultant or legal counsel retained by or on behalf of any Shareholder) arising from or in connection with this Acquisition Agreement or the transactions contemplated hereby.

- (t) Certain Information. The Proxy Circular (excluding any information supplied by Open Text for inclusion or incorporation by reference in, and which is included or incorporated by reference in, the Proxy Circular) will not at any time contain any Misrepresentation.
- (u) Opinion of Financial Advisor. Nstein has received the written Fairness Opinion to the effect that, as of the date of this Acquisition Agreement, and based upon and subject to the qualifications and assumptions set forth therein, the Amalgamation is fair, from a financial point of view, to Nstein Shareholders, a copy of which Fairness Opinion has been delivered to Open Text.
- (v) Confidentiality Obligations. The conduct of the businesses of Nstein and its Subsidiaries as currently conducted and as currently proposed by Nstein to be conducted does not materially violate or conflict with any obligation of confidentiality to any other person.
- (w) Related Party Transactions. Except for compensation or other employment arrangements in the ordinary course, there are no material transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any of their respective Nstein Personnel or shareholders or any of their respective affiliates, but not including any wholly-owned Subsidiary of the Company, on the other hand.
- (x) Registration Rights. Except as set forth in Section 3.1(x) of the Disclosure Letter, neither Nstein nor any of its Subsidiaries has

granted or agreed to grant any registration rights, including piggyback rights, to any person or entity.

- (y) U.S. Securities Laws. Nstein is not subject to the reporting requirements of the federal or state securities laws of the United States of America, or any rules or regulations thereunder, and is a "foreign issuer" as defined under Regulation S promulgated under the *U.S. Securities Act of 1933*, as amended. As at February 17, 2010, there were 21 Registered Shareholders with addresses in the United States of America as reflected on the share registers of Nstein holding an aggregate of 3,011,244 Nstein Shares, or approximately 5.74% of the total number of Nstein Shares outstanding as at that date. To the knowledge of Nstein, the number of Nstein Shares held by persons resident in the United States of America as at that date and the date of this Acquisition Agreement is less than 10% of the total number of Nstein Shares outstanding as at each such date.
- (z) No "Collateral Benefit". To the knowledge of Nstein, no "related party" of Nstein (within the meaning of Regulation 61-101 – *Protection of Minority Holders in Special Transactions* ("Regulation 61-101")) will receive a "collateral benefit" (with the meaning of Regulation 61-101) as a consequence of the transactions contemplated by this Acquisition Agreement.
- (aa) Warranty and Related Matters. There are no pending material claims or, to the knowledge of the Company, material claims threatened in writing against the Company or any of its Subsidiaries relating to any work performed by the Company or any of its Subsidiaries, product liability, warranty or other similar claims against the Company or any of its Subsidiaries, in each case alleging that any Company product is materially defective or fails to meet any product or service warranties. Except as set forth in Section 3.1(aa) of the Disclosure Letter and other than ordinary course email from first level implementers, no third party has alleged in writing to the Company, and to the knowledge of the Company, there are no current material liabilities for warranty or returns or other material claims with respect to any Company or Subsidiary product. Except as set forth in Section 3.1(aa) of the Disclosure Letter, there is no current Level 1 (i.e. critical and serious) defect logged in the Company's bug tracking system that has been logged for more than fifteen (15) days.

3.2

Investigation

Any investigation by or knowledge of Open Text and their advisors shall not mitigate, diminish or affect the representations and warranties of Nstein pursuant to this Acquisition Agreement.

3.3 Survival of Representations and Warranties

The representations and warranties of Nstein contained in this Acquisition Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Acquisition Agreement is terminated in accordance with its terms.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF OPEN TEXT AND SUBCO

4.1 Representations and Warranties of Open Text and Subco

Each of Open Text and Subco jointly and severally represents and warrants to and in favour of Nstein as follows and acknowledge that Nstein is relying upon such representations and warranties in connection with the matters contemplated by this Acquisition Agreement.

- (a) Organization, Standing and Corporate Power. Each of Open Text and Subco is a corporation duly organized and validly existing under the Laws of the jurisdiction of its organization and has all requisite corporate power and authority to carry on its business as now being conducted.
- (b) Authority; Noncontravention. Each of Open Text and Subco has the requisite corporate power and authority to execute and deliver this Acquisition Agreement, to complete the Amalgamation and the other transactions contemplated by this Acquisition Agreement and to comply with the provisions of this Acquisition Agreement. The execution and delivery of this Acquisition Agreement by each of Open Text and Subco, the completion by each of Open Text and Subco of the Amalgamation and the other transactions contemplated by this Acquisition Agreement and the compliance by each of Open Text and Subco with the provisions of this Acquisition Agreement have been duly authorized by all necessary corporate action on the part of Open Text and Subco, and no other corporate proceedings on the part of Open Text and Subco are necessary to authorize this Acquisition Agreement, to comply with the terms of this Acquisition Agreement or to complete the Amalgamation and the other transactions contemplated by this Acquisition Agreement. This Acquisition Agreement has been duly executed and delivered by each of Open Text and Subco and, assuming the due execution and delivery of this Acquisition Agreement by Nstein, constitutes a valid and binding obligation of Open Text and Subco, enforceable against each of Open Text and Subco in accordance with its terms, subject to the Bankruptcy and Equity Exception.
- (c) The execution and delivery of this Acquisition Agreement, the completion of the Amalgamation and the other transactions contemplated by this Acquisition Agreement and the compliance by

each of Open Text and Subco with the provisions of this Acquisition Agreement do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any material obligation or to a loss of a material benefit under, or result in the creation of any material Lien in or upon any of the material properties or assets of Open Text or Subco under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, any provision of (i) the Charter Documents of Open Text or Subco, or (ii) subject to the governmental filings and other matters referred to in the following sentence, any Law or Judgment, in each case, applicable to Open Text or Subco or their respective material properties or assets, other than, in the case of clause (ii), any such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations, losses, Liens, rights or entitlements that, individually or in the aggregate, are not reasonably likely to impair in any material respect the ability of each of Open Text and Subco to perform its obligations under this Acquisition Agreement or prevent or materially impede or materially delay the completion of the Amalgamation or the other transactions contemplated by this Acquisition Agreement. No consent, approval, order or authorization of, registration, declaration or filing with, or notice to, any Governmental Entity is required by or with respect to Open Text and Subco in connection with the execution and delivery of this Acquisition Agreement by each of Open Text and Subco, the completion by each of Open Text and Subco of the Amalgamation or the other transactions contemplated by this Acquisition Agreement or the compliance by each of Open Text and Subco with the provisions of this Acquisition Agreement, except for (A) the filings and receipt, termination or expiration, as applicable, of such other approvals or waiting periods required under any applicable competition, merger control, antitrust or similar Law, (B) the filing of a post-closing notification under the *Investment Canada Act*, and (C) such other consents, approvals, orders, authorizations, registrations, declarations, filings and notices, the failure of which to be obtained or made, individually or in the aggregate, are not reasonably likely to impair in any material respect the ability of each of Open Text and Subco to perform its obligations under this Acquisition Agreement or prevent or materially impede or materially delay the completion of the Amalgamation or the other transactions contemplated by this Acquisition Agreement.

- (d) Nstein Shares. Neither Open Text nor Subco nor any of their respective affiliates nor any "joint actor" (as defined in MI 61-101) thereof owns or exercises control or direction over any Nstein Shares.

- (e) Investment Canada Act. Each of Open Text and Subco is Canadian within the meaning of the *Investment Canada Act*.
- (f) Financing. Open Text has sufficient funds to satisfy its obligations pursuant to Section 5.3(a).
- (g) Capitalization and Issuance of Open Text Shares. The authorized share capital of Open Text consists of an unlimited number of Open Text Shares. As of the date hereof: (i) there are 56,576,910 issued and outstanding Open Text Shares; (ii) an aggregate of 2,665,248 Open Text Shares are issuable upon the exercise of all outstanding options to purchase Open Text Shares. The issuance of the Open Text Shares pursuant to the Share Consideration Election contemplated in this Acquisition Agreement has been duly authorized and the Open Text Shares shall be validly issued as fully paid and non-assessable shares of the share capital of Open Text without further authorization or consideration without any restriction to their resale or disposition, Open Text relying on section 2.11 of Regulation 45-106 – *Prospectus and registration Exemptions*, in order to issue the Open Text Shares, no further notice or consent from a Governmental Entity or exchange is necessary in order to validly issue the Open Text Shares.
- (h) CSA Documents.
 - (i) Open Text is a “reporting issuer” under the Securities Laws and as of the date hereof is not in default of any material requirements under Securities Laws. No delisting, suspension of trading or cease trading order with respect to the Open Text Shares is pending or, to the knowledge of Open Text, threatened. To the knowledge of Open Text, no inquiry, review or investigation (formal or informal) of any securities regulatory authority under applicable Securities Laws or the TSX is in effect or ongoing or expected to be implemented or undertaken.
 - (ii) The System for Electronic Data, Analysis and Retrieval (SEDAR) database contains in a publicly available format, complete and correct copies of all reports, schedules, forms, statements and other documents filed with or furnished to the CSA by Open Text since December 31, 2009 (together with all exhibits and schedules thereto and documents and other information incorporated therein by reference, the “**Open Text CSA Documents**”). Open Text has filed with or furnished to the CSA each material report, schedule, form, statement or other document or filing required by Law to be filed or furnished since, December 31, 2009. No Subsidiary of Open Text is required to file or furnish any material report, schedule, form, statement or

other document with, or make any other filing with, or furnish any other material to, the CSA. As of the date of this Acquisition Agreement, Open Text has resolved with the CSA any comments it has received from the CSA relating to the Open Text CSA Documents. As of the date of this Acquisition Agreement, to the knowledge of Open Text, none of the Open Text CSA Documents is the subject of any ongoing review by the CSA. The comparative financial statements (including the related notes) of Open Text included in the Open Text CSA Documents complied, at the time the respective statements were filed, as to form in all material respects with the applicable accounting requirements and the rules of the CSA with respect thereto, have been prepared in accordance with GAAP applied on a consistent basis.

- (iii) To the knowledge of Open Text, neither Open Text nor any Subsidiary of Open Text nor any director, officer, employee, auditor, accountant or representative of Open Text or any Subsidiary of Open Text has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Open Text or any Subsidiary of Open Text or their respective internal accounting controls.
- (i) Significant Acquisition – To the best of the knowledge of Open Text, the transactions contemplated by this Acquisition Agreement do not constitute a significant acquisition within the meaning of Regulation 51-102 – *Continuous Disclosure Obligations*.
- (j) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from, or to the reimbursement of any of its expenses by, Open Text in connection with this Acquisition Agreement or the Amalgamation.

4.2 Investigation

Any investigation by or knowledge of Nstein and its advisors shall not mitigate, diminish or affect the representations and warranties of Open Text pursuant to this Acquisition Agreement.

4.3 Survival of Representations and Warranties

The representations and warranties of Open Text contained in this Acquisition Agreement shall expire and be terminated on the earlier of the Effective Date and the date on which this Acquisition Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS

5.1

Covenants of Nstein Regarding the Conduct of Business

- (1) Nstein covenants and agrees that, during the period from the date of this Acquisition Agreement until the earlier of the Effective Date and the time that this Acquisition Agreement is terminated in accordance with its terms, or unless Open Text shall otherwise consent in writing, such consent not to be unreasonably withheld or delayed, or as is otherwise expressly permitted or specifically contemplated by this Acquisition Agreement or the Amalgamation or as is otherwise required by applicable Law:
- (a) Nstein shall, and shall cause each of its Subsidiaries to, carry on their respective businesses in the ordinary course consistent with past practice, comply in all material respects with the terms of all Material Contracts and use commercially reasonable efforts to comply with all applicable Laws and, to the extent consistent therewith, use commercially reasonable efforts to keep available the services of their present officers, software developers and other key employees and to preserve and enhance their assets and technology and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with them and maintain their material franchises, rights and Permits;
 - (b) Nstein shall not, and shall not permit any of its Subsidiaries to, directly or indirectly: (i) amend its Charter Documents or other comparable organizational documents; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the Nstein Shares owned by any person or the securities of any Subsidiary owned by a person other than Nstein; (iii) issue, authorize, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, subscriptions, rights or capital of Nstein or its Subsidiaries, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Nstein or its Subsidiaries or any stock appreciation rights, phantom stock awards or other rights that are linked to the value of Nstein Shares or the value of Nstein or any part thereof, other than (A) the issuance of Nstein Shares issuable pursuant to the terms of the outstanding Nstein Options, Nstein Warrants or DSUs and (B) transactions between two or more wholly-owned Subsidiaries of Nstein or between Nstein and a wholly-owned Subsidiary of Nstein; (iv) redeem, purchase or otherwise acquire any of its outstanding securities or those of its Subsidiaries or any options, warrants, calls or rights to acquire any such securities (including any Nstein Options or Nstein Warrants), unless otherwise required by the terms of such securities and other than in transactions between two or

more wholly-owned Subsidiaries of Nstein or between Nstein and a wholly-owned Subsidiary of Nstein; (v) amend the terms of any of its securities; (vi) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Nstein or any of its Subsidiaries, or undertake any merger, consolidation or a reorganization of Nstein or any of its Subsidiaries; (vii) write-down any of its assets, including any Intellectual Property, or amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with GAAP; (viii) make or change any material tax election or settle or compromise any material tax liability or file any tax return inconsistent with past practice or consent to any extension or waiver of any limitation period with respect to taxes; (ix) split, combine or reclassify any shares in its capital or other equity or voting interests, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares in its capital or other equity or voting interests; (x) take any action that would result in any amendment, modification or change of any term of any Financial Indebtedness of Nstein or any of its Subsidiaries; (xi) take any action described in Section 3.1(g)(i)(D) to (H); or (xii) enter into, modify or terminate any Contract with respect to any of the foregoing;

- (c) Nstein shall promptly notify Open Text in writing of any circumstance or development that is or could reasonably be expected to constitute a Material Adverse Effect in respect of Nstein or result in any material Litigation involving Nstein or any of its Subsidiaries or any change in any fact material to Nstein on a consolidated basis set forth in the Disclosure Letter;
- (d) Nstein shall not, and shall not permit any of its Subsidiaries to, directly or indirectly: (i) except in the ordinary course of business consistent with past practice, sell, pledge, lease, license, dispose of or encumber any assets of Nstein or of any Subsidiary thereof; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division or material asset thereof, or make any investment either by the purchase of securities or contributions of capital (other than to wholly-owned Subsidiaries); (iii) acquire or dispose of any property or assets including by lease or termination of lease in excess of \$50,000 in aggregate; (iv) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances except for refinancing of existing debt on substantially the same or more favourable terms, except as set forth in the Disclosure Letter; (v) except in the ordinary course of business, incur

any liability or obligation; (vi) pay, discharge or satisfy any claims, liabilities or obligations other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the unaudited interim financial statements of Nstein as at and for the nine months ended September 30, 2009; (vii) waive, relinquish, release, grant or transfer any rights of material value; (viii) make or commit to make capital expenditures that are, in the aggregate, in excess of \$50,000; or (ix) authorize or propose any of the foregoing, or enter into or modify any Contract to do any of the foregoing;

- (e) Nstein shall not, and shall not permit any of its Subsidiaries to, directly or indirectly enter into any employment or consulting agreement (or otherwise hire any employee or consultant) or Material Contract (other than revenue Contracts in the ordinary course of business consistent with past practice) or modify, amend, accelerate, terminate or cancel any employment agreement or Material Contract, or any provision thereof, (including for greater certainty changes to compensation arrangements of any kind) without the prior written consent of Open Text, which consent will not be unreasonably withheld and shall be confirmed or denied by Open Text within 2 Business Days of request in writing;
- (f) other than as is necessary to comply with applicable Laws, neither Nstein nor any of its Subsidiaries shall (i) grant, or commit or agree to grant to any officer or director of Nstein or any of its Subsidiaries an increase in compensation or benefits in any form, grant any general salary increase, make any loan to any Nstein Personnel, (ii) provide or agree to provide, or take any action with respect to the grant of, or increase in, any severance, change of control, or termination pay to or enter into any employment agreement with any Nstein Personnel, (iii) increase any benefits payable under its current severance or termination pay policies, (iv) adopt or materially amend or make any non-mandatory contribution to any Benefit Plan, Benefit Agreement or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of any Nstein Personnel, or (v) take any action to accelerate the time of payment or vesting of any compensation or benefits under any Benefit Plan or Benefit Agreement;
- (g) Nstein shall not, and shall not permit any of its Subsidiaries to, settle or compromise (i) any material action, claim or proceeding brought against it and/or any of its Subsidiaries, or (ii) any action, claim or proceeding brought by any present, former or purported holder of its

securities in connection with the transactions contemplated by this Acquisition Agreement or the Amalgamation;

- (h) Nstein shall use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Nstein or any of its Subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that none of Nstein or any of its Subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months from the date hereof;
- (i) Nstein shall not, and shall not permit any of its Subsidiaries to, (i) take any action or fail to take any action which action or failure to act would result in the material loss or reduction in value of the Nstein IP, taken as a whole; or (ii) enter into any Contract providing for a license of Intellectual Property;
- (j) Nstein shall not, and shall not permit any of its Subsidiaries to enter into, extend or renew (i) any Contract or amendment thereof that grants any person the right or ability to access, license or use all or a portion of Nstein IP, other than in the ordinary course of business consistent with past practice, or (ii) any Contract providing for the services of any dealer, distributor, sales representative or similar representative; except, with respect to this clause (ii), where (x) such entry, extension or renewal is in the ordinary course of business and is not inconsistent with past practice, or (y) if the entry, extension or renewal is other than on standard terms and conditions, including any terms and conditions relating to geographic exclusivity, Nstein shall have provided Open Text with prior written notice of the material terms of the proposed Contract, extension or renewal and not less than 48 hours to comment on such terms;
- (k) Nstein shall not, and shall not permit any of its Subsidiaries to, enter into any Material Contract or material amendment to a Material Contract;
- (l) Nstein shall not enter into any hedge, swap or other derivative transaction; and
- (m) Nstein shall not, and shall not permit any of its Subsidiaries to, commence any Litigation (other than Litigation in connection with

the collection of accounts receivable, to enforce the terms of this Acquisition Agreement or the Confidentiality Agreement or as a result of Litigation commenced against Nstein or any of its Subsidiaries).

- (2) Between the date of this Acquisition Agreement and the Effective Time, subject to applicable Laws, Nstein shall consult in good faith on a reasonably regular basis with Open Text to report material, individually or in the aggregate, operational developments, the general status of relationships with customers and resellers, the general status of ongoing operations and other matters reasonably requested by Open Text pursuant to procedures reasonably requested by Open Text; provided, however, that no such consultation shall affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Acquisition Agreement. The parties hereto acknowledge and hereby agree that the restrictions set forth in this Section 5.1 are not intended to give Open Text or Subco, directly or indirectly, the right to control or direct the business or operations of the Company or its Subsidiaries at any time prior to the Effective Time. Prior to the Effective Time, the Company and its Subsidiaries shall exercise, consistent with the terms and conditions of this Acquisition Agreement, control and supervision over their own business and operations.

5.2

Covenants of Nstein Regarding the Performance of Obligations

Nstein shall and shall cause its Subsidiaries to perform all obligations required or desirable to be performed by Nstein or any of its Subsidiaries under this Acquisition Agreement, co-operate with Open Text in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Acquisition Agreement and, without limiting the generality of the foregoing, Nstein shall and, where appropriate, shall cause its Subsidiaries to:

- (a) apply for and use all commercially reasonable efforts to obtain all Regulatory Approvals relating to Nstein or any of its Subsidiaries which are required in order to consummate the Amalgamation and, in doing so, keep Open Text reasonably informed as to the status of the proceedings related to obtaining such Regulatory Approvals, including providing Open Text with copies of all related applications and notifications excluding any part thereof constituting confidential information, in draft form, in order for Open Text to provide its reasonable comments thereon; provided that Nstein shall not make any commitments, provide any undertakings or assume any obligations, in each case that are or would reasonably be expected to be material to Nstein or Open Text without the prior written consent of Open Text, which shall not be unreasonably withheld or delayed;

- (b) defend all lawsuits or other legal, regulatory or other proceedings against Nstein challenging or affecting this Acquisition Agreement or the consummation of the transactions contemplated hereby;
- (c) use commercially reasonable efforts to assist in effecting the resignations of the Nstein directors and cause them to be replaced as of the Effective Date by persons nominated by Open Text;
- (d) use commercially reasonable efforts to: (i) assist Open Text in obtaining all applicable Regulatory Approvals; (ii) obtain all necessary or desirable consents, waivers or approvals under the Material Contracts; provided that Nstein and its Subsidiaries shall not, without the prior written consent of Open Text (not to be unreasonably withheld or delayed), pay or commit to pay any money or issue or commit to issue any guarantee of any obligations in connection with Nstein obtaining such consents, waivers or approvals; and (iii) give all necessary or desirable notices under the Material Contracts;
- (e) Nstein shall cooperate with Open Text to develop a Nstein organizational and asset ownership structure that may be proposed by Open Text and implement any such structure reasonably proposed by Open Text prior to the Effective Time, including executing documents and instruments to effectuate such structure (including amendments to this Acquisition Agreement); *provided, however*, that in no event shall Nstein be required to approve or effectuate any transaction that (i) would impose greater taxes, costs or other liabilities on Nstein Shareholders than would otherwise apply in the absence of such restructuring transactions, or (ii) adversely affects or alters Nstein's rights and benefits under this Acquisition Agreement. If the Amalgamation is not consummated, Open Text shall reimburse Nstein for the reasonable out-of-pocket expenses incurred by Nstein in reviewing and implementing any transaction proposed by Open Text under this Section 5.2(e);
- (f) except as prohibited by applicable Laws, promptly notify Open Text of (i) the occurrence of any matter or event that (A) is, or that is reasonably likely to be, material, in an adverse manner, to the business, assets, properties, financial condition or results of operations of Nstein and its Subsidiaries, taken as a whole, or (B) has resulted, or is reasonably likely to result, in (I) any representation and warranty of Nstein set forth in this Acquisition Agreement becoming untrue or inaccurate such that the condition set forth in Section 6.2(1) would not be satisfied or (II) any other condition to the transactions contemplated hereby and set forth in Section 6.2 not being satisfied; (ii) the failure of Nstein to perform any obligation to be performed by it under this Acquisition Agreement such that the condition set forth

in Section 6.2(2) would not be satisfied; (iii) any notice or other communication from any person (other than a Governmental Entity) alleging that the consent of such person is required in connection with the Amalgamation or any of the other transactions contemplated by this Acquisition Agreement; (iv) any notice or other communication from any Major Customer to the effect that such Major Customer is terminating or otherwise materially adversely modifying its relationship with Nstein or any of its Subsidiaries as a result of the Amalgamation or any of the other transactions contemplated by this Acquisition Agreement; (v) any notice or other communication from any Governmental Entity in connection with the Amalgamation or any of the other transactions contemplated in this Acquisition Agreement, and a copy of any such notice or communication (if in written form) shall be promptly furnished to Open Text; and (vi) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Nstein, threatened against, relating to or involving or otherwise affecting Nstein or any of its Subsidiaries that, if pending on the date of this Acquisition Agreement, would have been required to have been disclosed pursuant to Section 3.1(h) or that relate to the consummation of the Amalgamation or any of the other transactions contemplated by this Acquisition Agreement; provided, however, that, in each case, no such notification shall affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the parties under this Acquisition Agreement;

- (g) upon the written request of Open Text, use commercially reasonable efforts to prepare, no later than 10 calendar days following such request, in final form subject only to updating for subsequent events and approval by the board of directors of Nstein, audited annual financial statements for the financial year ended December 31, 2009 together with the related management's discussion and analysis, each prepared in accordance with GAAP and applicable Laws, each prepared in accordance with GAAP and applicable Laws, but not file such statements until immediately prior to the time so required by applicable Securities Laws;
- (h) Nstein shall use commercially reasonable efforts to cancel 2,500,000 of the Nstein Warrants outstanding at the date hereof with the consent or agreement of each holder of Nstein Warrants prior to the Closing Date, provided that Nstein shall not make any payment, promise of payment, or provide any other consideration whatsoever to any holder of Nstein Warrants in consideration thereof;

- (i) Nstein agrees to provide to Open Text as soon as practicable an estimate of the paid-up capital for purposes of the Tax Act of each Nstein Share immediately before the Amalgamation and to provide to Open Text by the Effective Date a calculation prepared by the auditors of Nstein of the paid-up capital for the purposes of the Tax Act of each Nstein Share immediately before the Amalgamation; and
- (j) Nstein agrees to provide to Open Text as soon as practicable and in any event prior to the Effective Time substantially all of the documentation as described in Section 5.2(j) of the Disclosure Letter.

5.3

Covenants of Open Text Regarding the Performance of Obligations

Open Text shall, and Open Text shall cause its Subsidiaries to, perform all obligations required or desirable to be performed by Open Text or any of Open Text's Subsidiaries under this Acquisition Agreement, co-operate with Nstein in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Acquisition Agreement and, without limiting the generality of the foregoing, Open Text shall and where appropriate shall cause its Subsidiaries to:

- (a) apply for and use all commercially reasonable efforts to obtain all Regulatory Approvals relating to Open Text or any of Open Text's Subsidiaries which are required in order to consummate the Amalgamation and, in doing so, keep Nstein reasonably informed as to the status of the proceedings related to obtaining such Regulatory Approvals, including providing Nstein with copies of all related applications and notifications excluding any part thereof constituting confidential information, in draft form, in order for Nstein to provide its reasonable comments thereon; provided that for greater certainty, nothing contained in this Acquisition Agreement (i) shall restrict or limit Open Text from making such commitments or providing such undertakings or assuming such obligations as it considers, in its sole discretion, necessary or desirable in order to obtain the Regulatory Approvals or any other sanctions, rulings, consents, orders, exemptions, permits and other approvals required by applicable antitrust or competition Law or (ii) shall require Open Text to make any such commitments, provide any such undertakings or assume any such obligations;
- (b) prior to the Effective Time, subscribe for Subco Shares in an amount equal to the Cash Proceeds per Share multiplied by a number equal to the excess, if any, of (i) the number of Nstein Shares then outstanding over (ii) the number of Nstein Shares in respect of which the Share Consideration Election has been made in accordance with the terms of this Acquisition Agreement, in order to fund Subco such that

Amalco will have sufficient funds to effect the redemption of the Amalco Redeemable Preferred Shares in accordance with their terms;

- (c) immediately prior to the filing of the Articles of Amalgamation, provide the Depositary with sufficient funds and a treasury order to complete all the transactions contemplated in this Acquisition Agreement;
- (d) cause Amalco to redeem the Amalco Redeemable Preferred Shares at the Redemption Time as provided for and subject to the conditions attached to such shares as set forth in the Articles of Amalgamation;
- (e) shall, immediately before the Effective Time, enter into agreements with Subco and Amalco and otherwise make such arrangements as it considers necessary or advisable so as to ensure that holders of Nstein Shares who have made the Share Consideration Election in accordance with the terms of this Acquisition Agreement receive Open Text Shares and any cash payment in lieu of a fraction of an Open Text Share in accordance with the Amalgamation Agreement;
- (f) use all commercially reasonable efforts to assist Nstein in obtaining all consents, waivers or approvals pursuant to Material Contracts, provided that Open Text shall not be obligated to pay any fees or guarantee any obligations in connection with Nstein obtaining such consents, waivers or approvals; and
- (g) defend all lawsuits or other legal, regulatory or other proceedings against Open Text challenging or affecting this Acquisition Agreement or the Amalgamation and will use commercially reasonable efforts to lift or rescind any injunction or restraining order or other order relating to Open Text or any of its Subsidiaries challenging or affecting this Acquisition Agreement, the Amalgamation or the consummation of the transactions contemplated hereby.

5.4

Mutual Covenants

Each of the Parties covenants and agrees that, except as contemplated in this Acquisition Agreement, during the period from the date of this Acquisition Agreement until the earlier of the Effective Time and the time that this Acquisition Agreement is terminated in accordance with its terms:

- (a) it shall, and shall cause its Subsidiaries to, use all commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 6 to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all

other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Acquisition Agreement, including using its commercially reasonable efforts to: (i) obtain all Regulatory Approvals required to be obtained by it; (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the Amalgamation; (iii) oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to complete, the Amalgamation; and (iv) co-operate with the other Party in connection with the performance by it and its Subsidiaries of their obligations hereunder;

- (b) it shall not take any action, or fail to take any commercially reasonable action, or permit any of its Subsidiary to take any action or fail to take any commercially reasonable action, which action or failure to take action (i) is inconsistent with this Acquisition Agreement or (ii) would reasonably be expected to significantly impede the completion of the Amalgamation except as permitted by this Acquisition Agreement;
- (c) it shall use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained to consummate the Amalgamation in addition to those referred to in Sections 5.2 and 5.3;
- (d) it shall use its commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein qualified as to materiality shall be true and correct and all of its representations and warranties contained herein not so qualified shall be true and correct in all material respects, in each case, on and as of the Effective Date as if made thereon (other than the representations and warranties specific to a particular date which shall remain true and correct in all material respects or in all respects, as appropriate, as of that date); and
- (e) promptly advise, first orally and then in writing, the other Party of:
 - (i) any fact, event or any change occurring after the date hereof that would render any representation or warranty of a Party contained in this Acquisition Agreement, except any such representation or warranty which speaks as of a date prior to the occurrence of such fact, event or change, untrue or incorrect; and (ii) any breach by a Party or any of its Subsidiaries of any covenant or agreement contained in this Acquisition Agreement;

5.5 Director and Officer Liability

- (1) From and after the Effective Date, Open Text shall, and shall cause Amalco to, indemnify and hold harmless, to the fullest extent permitted under applicable Laws (and to also advance expenses as incurred to the fullest extent permitted under applicable Laws), each present and former director and officer of Nstein and its Subsidiaries (each, an **"Indemnified Person"**) against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Person's service as a director or officer of Nstein or its Subsidiaries or services performed by such Persons at the request of Nstein or its Subsidiaries at or prior to the Effective Date, whether asserted or claimed prior to, at or after the Effective Date, including the approval of this Acquisition Agreement, the Amalgamation or the other transactions contemplated by this Acquisition Agreement or arising out of or related to this Acquisition Agreement and the transactions contemplated hereby. Neither Open Text nor Nstein shall settle, compromise or consent to the entry of any judgment in any claim, action, suit, proceeding or investigation or threatened claim, action, suit, proceeding or investigation without the consent of an Indemnified Person (such consent not to be unreasonably withheld) (i) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person (which release shall be in form and substance reasonably satisfactory to such Indemnified Person) from all liability arising out of such action, suit, proceeding, investigation or claim or (ii) that includes an admission of fault of such Indemnified Person.
- (2) Prior to the Effective Date, Nstein shall and, if Nstein is unable to, Open Text shall cause Nstein as of the Effective Date, to obtain and fully pay the premium for the extension of (i) the directors' and officers' liability coverage of Nstein's existing directors' and officers' insurance policies and (ii) Nstein's existing fiduciary liability insurance policies, in each case for a claims reporting or discovery period of at least six years from and after the Effective Date with respect to any claim related to any period or time at or prior to the Effective Date from an insurance carrier with the same or better credit rating as Nstein's current insurance carrier with respect to directors' and officers' liability insurance and fiduciary liability insurance (collectively, **"D&O Insurance"**) with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under Nstein's existing policies with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against a director or officer of Nstein or any of its Subsidiaries by reason of him or her serving in such capacity that existed or occurred at or prior to the Effective Date (including in connection with this Acquisition Agreement or the transactions or actions contemplated hereby). If Nstein for any reason fails to obtain such "tail" or "run off" insurance policies as of the Effective Date, Nstein or Amalco, as the case may be, shall continue to

maintain in effect for a period of at least six years from and after the Effective Date the D&O Insurance in place as of the date hereof with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under Nstein's existing policies as of the date hereof, or Nstein or Amalco, as the case may be, shall purchase comparable D&O Insurance for such six-year period with terms, conditions, retentions and limits of liability that are at least as favourable as provided in Nstein's existing policies as of the date hereof; provided that in no event shall Open Text, Nstein or Amalco be required to expend for such policies pursuant to this sentence an annual premium amount in excess of \$40,000; and provided, further, that if the annual premiums of such insurance coverage exceed such amount, Nstein shall obtain a policy with the greatest coverage available for a cost not exceeding such amount.

- (3) If Nstein or any of its successors or assigns shall (i) amalgamate, consolidate with or merge or wind-up into any other Person and shall not be the continuing or surviving corporation or entity or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of Nstein shall assume all of the obligations set forth in this Section 5.5.
- (4) If any Indemnified Person makes any claim for indemnification or advancement of expenses under this Section 5.5 that is denied by Nstein (or Amalco, as the case may be) or Open Text, and a court of competent jurisdiction determines that the Indemnified Person is entitled to such indemnification, then Nstein (or Amalco, as the case may be) or Open Text shall pay such Indemnified Person's costs and expenses, including reasonable legal fees and expenses, incurred in connection with pursuing such claim against Nstein (or Amalco, as the case may be) or Open Text.
- (5) The rights of the Indemnified Persons under this Section 5.5 shall be in addition to any rights such Indemnified Persons may have under the articles of incorporation or bylaws of Nstein or any of its Subsidiaries, or under any Applicable Law or under any agreement or contract of any Indemnified Person with Nstein or any of its Subsidiaries. All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Date and rights to advancement of expenses relating thereto now existing in favour of any Indemnified Person as provided in the certificate of incorporation or by-laws of Nstein or of any Subsidiary of Nstein or any indemnification contract or agreement between such Indemnified Person and Nstein or any of its Subsidiaries shall survive the Effective Date and shall not be amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Person.
- (6) This Section 5.5 shall survive the consummation of the Amalgamation and is intended to be for the benefit of, and shall be enforceable by, the Indemnified Persons and their respective heirs, executors, administrators and personal representatives and shall be binding on Nstein and its successors and assigns, and,

for such purpose, Nstein hereby confirms that it is acting as agent on behalf of the Indemnified Persons.

ARTICLE 6 CONDITIONS

6.1 Conditions to Each Party's Obligation to Effect the Amalgamation

The respective obligation of each Party to effect the Amalgamation is subject to the satisfaction or waiver on or prior to the Effective Date of the following conditions:

- (1) The Shareholder Approval shall have been obtained.
- (2) No temporary restraining order, preliminary or permanent injunction or other Judgment issued by any court of competent jurisdiction or other legal restraint or prohibition (collectively, "**Legal Restraints**") that has the effect of preventing the consummation of the Amalgamation shall be in effect.
- (3) This Acquisition Agreement shall not have been terminated pursuant to Article 8.

6.2 Additional Conditions Precedent to Obligations of Open Text

The obligations of Open Text are further subject to the satisfaction of the following conditions or waiver on or before the Effective Date or such other time prior thereto as is specified below:

- (1) The representations and warranties of Nstein contained herein that are qualified by materiality or Material Adverse Effect qualifications shall be true and correct (as so qualified), and the representations and warranties of Nstein contained herein that are not so qualified shall be true and correct in all material respects, in each case as of the date of this Acquisition Agreement and as of the Effective Date with the same effect as though made as of the Effective Date (provided that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date); and Open Text shall have received a certificate signed on behalf of Nstein by the chief executive officer and chief financial officer of Nstein to such effect.
- (2) Nstein shall have performed in all material respects all obligations required to be performed by it under this Acquisition Agreement at or prior to the Effective Date, and Open Text shall have received a certificate signed on behalf of the Company by the chief executive officer and the chief financial officer of the Company or other authorized senior officers to such effect.
- (3) There shall not be pending any claim, suit, action or proceeding brought or threatened in writing by any third party that has a reasonable likelihood of success or by any Governmental Entity, (i) challenging or seeking to restrain or prohibit the consummation of the Amalgamation or the other transactions contemplated by this Acquisition Agreement or seeking to obtain from Open Text or any of its

Subsidiaries any damages that are material, individually or in the aggregate, in relation to the value of Nstein and its Subsidiaries, taken as a whole as a consequence of the consummation of the Amalgamation or the other transactions contemplated by this Acquisition Agreement, (ii) seeking to prohibit or limit in any respect, or place any conditions on, the ownership or operation by Nstein, Open Text or all or any of their respective affiliates of all or any portion of the business or assets or any product of Nstein or its Subsidiaries or Open Text or its Subsidiaries or to require any such person to dispose of, license (whether pursuant to an exclusive or nonexclusive license) or hold separate all or any portion of the business or assets or any product of Nstein or its Subsidiaries or Open Text or its Subsidiaries, in each case as a result of or in connection with the consummation of the Amalgamation or the other transactions contemplated by this Acquisition Agreement, (iii) seeking to impose limitations on the ability of Open Text or any of its affiliates to acquire or hold, or exercise full rights of ownership of, any Nstein Shares or any shares in the capital of Open Text, including the right to vote the Nstein Shares or the shares in the capital of Open Text on all matters properly presented to the Nstein Shareholders, or (iv) seeking to (A) prohibit Open Text or any of its affiliates from effectively controlling in any respect any of the business or operations of Nstein or its Subsidiaries or (B) prevent Nstein or its Subsidiaries from operating any of their business in substantially the same manner as operated by Nstein and its Subsidiaries prior to the date of this Acquisition Agreement.

- (4) No Legal Restraint that is reasonably likely to result, directly or indirectly, in any of the effects referred to in clauses (i) through (iv) of Section 6.2(3) shall be in effect.
- (5) There shall not have occurred a Material Adverse Effect on or with respect to Nstein that has not been publicly disclosed by Nstein prior to the date hereof or disclosed to Open Text in writing prior to the date hereof, and since the date of this Acquisition Agreement, there shall not have occurred a Material Adverse Effect on or with respect to Nstein, and Open Text shall have received a certificate signed on behalf of Nstein by the chief executive officer and the chief financial officer of Nstein to such effect.
- (6) None of the directors or officers of Nstein or Nstein Shareholders shall have breached, in any material respect, any of the representations, warranties or covenants in the Nstein Voting Agreements.
- (7) At the Effective Time, not more than 2,500,000 Nstein Warrants to acquire not more than 2,500,000 Nstein Shares be outstanding.
- (8) Nstein shall have provided to Open Text the documentation provided in Section 5.2(i) herein.
- (9) The consents, approvals and waivers listed in Section 6.2(9) of the Disclosure Letter shall have been obtained or received.

The foregoing conditions are for the benefit of Open Text and may be waived, in whole or in part, by Open Text in writing at any time and, unless otherwise provided in the written waiver, will be limited to the specific condition waived. If any of such conditions shall not have been complied with or waived by Open Text on or before the date required for their performance, Open Text may terminate this Acquisition Agreement by written notice to Nstein.

6.3 Additional Conditions Precedent to the Obligations of Nstein

The obligations of Nstein hereunder are further subject to the satisfaction or waiver of the following conditions on or before the Effective Date or such other time prior thereto as is specified below:

- (1) The representations and warranties made by Open Text in this Acquisition Agreement shall be true and correct in all material respects as of the date hereof and the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date or except as affected by transactions contemplated or permitted by this Acquisition Agreement or except as would not have a material adverse effect on Open Text's ability to complete the transactions contemplated by this Acquisition Agreement), and Nstein shall have received a certificate signed on behalf of Open Text by an authorized signatory to such effect.
- (2) Open Text shall have performed in all material respects all obligations required to be performed by it under this Acquisition Agreement at or prior to the Effective Date, and Nstein shall have received a certificate signed on behalf of Open Text by an authorized signatory to such effect.

The foregoing conditions are for the benefit of Nstein and may be waived, in whole or in part, by Nstein in writing at any time and, unless otherwise provided in the written waiver, will be limited to the specific condition waived. If any of such conditions shall not have been complied with or waived by Nstein on or before the date required for their performance, Nstein may terminate this Acquisition Agreement by written notice to Open Text.

6.4 Notice and Cure Provisions

Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Acquisition Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

- (a) cause any of the representations or warranties of either Party contained herein qualified as to materiality to be untrue or inaccurate or any of those not so qualified to be untrue or inaccurate in any material respect on the date hereof or at the Effective Date; or

- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by either Party hereunder prior to the Effective Date.

No Party may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or any termination right arising therefrom under Section 8.2(1)(b) or Section 8.2(1)(c) and no payments are payable as a result of such election pursuant to Section 7.4 unless, prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Acquisition Agreement until the expiration of a period of five Business Days from such notice.

6.5 Merger of Conditions

The conditions set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released upon the filing of the Articles of Amalgamation as contemplated by this Acquisition Agreement.

ARTICLE 7 ADDITIONAL AGREEMENTS

7.1 Non-Solicitation

- (1) Nstein shall not, directly or indirectly, through any of its Subsidiaries or through any officer, director, employee, representative (including any financial or other advisor) or agent of Nstein or any of its Subsidiaries, (i) make, solicit, initiate, assist, encourage or otherwise facilitate (including by way of furnishing information or entering into any form of agreement) the initiation of any inquiries or proposals regarding, constituting or that may reasonably be expected to relate to or lead to, an Acquisition Proposal, (ii) participate in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, any effort or attempt by any other person to make or complete an Acquisition Proposal, (iii) withdraw, qualify or modify, or propose publicly to withdraw, qualify or modify, in a manner adverse to Open Text, the approval or recommendation of the Board of this Acquisition Agreement or the Amalgamation, (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five Business Days following the public announcement of such Acquisition Proposal shall not be considered a violation of this Section 7.1(1)) or (v) accept or enter into, or propose publicly to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking in respect of or relating to an Acquisition Proposal; provided that nothing contained in this Acquisition

Agreement shall prevent the Board from considering, negotiating, accepting, approving, recommending to Nstein Shareholders or entering into an agreement in respect of a bona fide, written Acquisition Proposal received at any time prior to obtaining Shareholder Approval, in each case solely in the manner and under the circumstances set forth in this Section 7.1 or Section 7.2, as the case may be, and in each case where the Acquisition Proposal in question:

- (a) did not result from a breach of any agreement between the person making such Acquisition Proposal and Nstein or any of its Subsidiaries, or Section 7.1 or Section 7.2;
- (b) is not subject to a due diligence condition;
- (c) provides for the direct or indirect acquisition of all of the outstanding Nstein Shares for a price per Nstein Share that is at least 10% in excess of the Cash Proceeds per Share payable in full in cash (at the election of holders of Nstein Shares or otherwise); and
- (d) in respect of which the Board determines in its good faith judgment, after consultation with its financial advisors and its outside counsel, that the Acquisition Proposal would, if consummated in accordance with its terms, result in a transaction that: (A) is reasonably capable of completion in accordance with its terms without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal; (B) is more favourable from a financial point of view to Nstein Shareholders than the Amalgamation, and (C) is not subject to any financing condition and in respect of which all required financing to complete such Superior Proposal is either unconditionally available to the person making such Acquisition Proposal or is otherwise committed and subject to conditions that the Board determines in its good faith judgment, after consultation with its financial advisors and its outside counsel, that the likelihood of the failure to be satisfied is remote.

(any such Acquisition Proposal being referred to herein as a “**Superior Proposal**”).

- (2) Nstein shall, and shall cause the officers, directors, employees, representatives and agents of Nstein and its Subsidiaries to, immediately terminate any existing discussions or negotiations with any person other than Open Text and its Subsidiaries (a “**Third Party**”) with respect to any proposal that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal. Nstein agrees not to release any Third Party from, and shall enforce, any confidentiality agreement relating to a potential Acquisition Proposal and any standstill agreement or provision to which any person (other than Open Text and its Subsidiaries) is a party. Nstein further agrees not to release any Third Party

from, and shall enforce, any standstill agreement or provision to which such third party is a party. Nstein shall immediately request the return or destruction of all information provided to any Third Party which, at any time since January 1, 2008, has entered into a confidentiality agreement with Nstein relating to a potential Acquisition Proposal to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honoured.

- (3) Nstein shall immediately (and in any event within 24 hours of receipt by Nstein) notify Open Text of, at first orally and then in writing, of any Acquisition Proposal or inquiry that could lead to an Acquisition Proposal, in each case received after the date hereof of which any of its Subsidiaries' or its directors, officers, employees, representatives or agents are or become aware, or any amendments to the foregoing, or any request for non-public information relating to Nstein or any of its Subsidiaries in connection with an Acquisition Proposal or for access to the properties, books or records of Nstein or any of its Subsidiaries by any person that informs Nstein or such Subsidiary that it is considering making, or has made, an Acquisition Proposal and any amendment thereto and if in writing or electronic form, a copy thereof, and if not in writing or electronic form, a description of the material terms of any such Acquisition Proposal or inquiry, and shall provide the identity of the person making any such Acquisition Proposal or inquiry and such other details of the proposal or inquiry as Open Text may reasonably request. Nstein shall keep Open Text fully informed of the status, including any change to the material terms, of any such Acquisition Proposal or inquiry, and shall provide to Open Text copies of all correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence sent to Nstein by or on behalf of any person making any such Acquisition Proposal.
- (4) If, prior to the approval of the Amalgamation Resolution by the Nstein Shareholders, Nstein receives a request for material non-public information from a person (for greater certainty, that is not subject to an existing standstill provision) who proposes an unsolicited bona fide Acquisition Proposal that is subject to a due diligence condition or due diligence access condition, and the Board determines in good faith that such proposal would be, if consummated in accordance with its terms and the due diligence or due diligence access condition satisfied, a Superior Proposal, then, and only in such case, the Board may, subject to the execution by such person of a non-disclosure and standstill agreement having substantially the same terms as the Confidentiality Agreement, provide such person with access in accordance with subsection (1) to information regarding Nstein on condition that the period during which such person may have access to such information shall not exceed a period of five Business Days, and unless the due diligence or due diligence access condition contained in such Acquisition Proposal has been declared satisfied or waived by the person making such Acquisition Proposal and the Board shall have determined that such Acquisition Proposal constitutes a Superior Proposal on the sixth Business Day

following access to such information, such person shall not be permitted any further access to such information and shall be obliged to destroy or return to Nstein all such information including any copies thereof or materials containing such information as soon as practicable and no later than the seventh Business Day following access to such information; provided, however that Nstein sends a copy of any such non-disclosure and standstill agreement to Open Text immediately upon its execution and Open Text is immediately provided with a list and copies of all information provided to such person not previously provided to Open Text and is immediately provided with access to information similar to that which was provided to such person.

- (5) Nstein shall ensure that its officers and directors and those of its Subsidiaries and any financial or other advisors or representatives retained by it are aware of the provisions of this Section, and it shall be responsible for any breach of this Section by any such person or its advisors or representatives.
- (6) Subject to the rights of Open Text in Sections 7.1, 7.2 and 8.2, nothing contained in this Acquisition Agreement shall prohibit the Board from making any disclosure to Nstein Shareholders or from calling and holding a meeting of Nstein Shareholders, or any of them, requisitioned by Nstein Shareholders, or any of them, in each case prior to the Effective Date if required under applicable Laws.

7.2

Right to Match

- (1) Subject to Section 7.2(2), Nstein covenants that it will not accept, approve, recommend or enter into any agreement in respect of an Acquisition Proposal (other than a non-disclosure and standstill agreement permitted by Section 7.1(4)) nor withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Open Text the approval or recommendation of the Amalgamation, nor accept, approve or recommend any Acquisition Proposal unless:
 - (a) an Acquisition Proposal has been made that the Board determines in good faith constitutes a Superior Proposal;
 - (b) Nstein has complied with its obligations under Section 7.1 and the other provisions of this Article 7;
 - (c) Nstein has provided Open Text with a notice in writing that there is a Superior Proposal together with all documentation comprising the Superior Proposal, including any value (including a range of value, if any) in financial terms that the Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal;
 - (d) a period (the “**Response Period**”) of five Business Days shall have elapsed from the date on which Open Text received the entirety of the

documentation set forth in the prior paragraph, and, if Open Text has proposed to amend the terms of the Amalgamation in accordance with Subsection 7.2(2), the Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the terms of the Amalgamation after giving effect to any offer to amend the terms of the Amalgamation made by Open Text in accordance with Section 7.2(2);

- (e) Nstein terminates this Acquisition Agreement pursuant to Section 8.2(1)(e); and
- (f) Nstein has previously, or concurrently will have, paid to Open Text the Termination Fee.

- (2) During the Response Period, Open Text will have the right, but not the obligation, to offer to amend the terms of the Amalgamation, and Nstein shall co-operate with Open Text with respect thereto, including negotiating in good faith with Open Text to enable Open Text to make such adjustments to the terms and conditions of this Acquisition Agreement and the Amalgamation as Open Text deems appropriate and as would enable Open Text to proceed with the Amalgamation and any related transactions on such adjusted terms. The Board will review in good faith any such offer by Open Text to amend the terms of the Amalgamation, including an increase in, or modification of, the consideration to be received by the Nstein Shareholders, to determine whether the Acquisition Proposal to which Open Text is responding would be a Superior Proposal when assessed against the Amalgamation as Open Text has offered to amend it. If the Board does not so determine, the Board will promptly reaffirm its recommendation of the Amalgamation and enter into an amended Acquisition Agreement with Open Text reflecting Open Text's offer to amend the terms of the Amalgamation.
- (3) If Nstein provides Open Text with notice under Section 7.2(1) on a date that is less than five Business Days before the date of the Special Meeting, subject to applicable Laws, Nstein shall postpone or adjourn the Special Meeting to a date that is at least five Business Days but not more than 10 Business Days after the scheduled date of the Special Meeting.
- (4) Each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the holders of Nstein Shares shall constitute a new Acquisition Proposal for the purposes of this Section 7.2 and Open Text shall be afforded a new Response Period in respect of each such Acquisition Proposal.

7.3

Agreement as to Damages

Notwithstanding any other provision relating to the payment of fees, including the payment of brokerage fees, if after the execution of this Acquisition Agreement the Amalgamation is not consummated because:

- (a) Open Text shall have terminated this Acquisition Agreement pursuant to Section 8.2(1)(d);
- (b) (i) this Acquisition Agreement is terminated pursuant to Section 8.2(1)(a)(iii); and (ii) within 12 months of the date of this Acquisition Agreement Nstein enters into or otherwise approves a letter of intent, memorandum of understanding, non-disclosure agreement, definitive agreement, or similar agreement or document to any of the foregoing, in connection with an Acquisition Proposal;
- (c) Open Text shall have terminated this Acquisition Agreement pursuant to Section 8.2(1)(b) in the event of any breach by Nstein of any of its obligations under (i) Sections 2.2(4), 2.4 or 2.11, or any other provision of the Acquisition Agreement necessary to be performed by Nstein to convene and hold the Special Meeting, or (ii) Sections 7.1 or 7.2; or
- (d) Nstein shall have terminated this Acquisition Agreement pursuant to Section 8.2(1)(e),

then Nstein shall pay to Open Text, within two Business Days of the first to occur of (a), (b) or (c) above (or, in the case of (d) contemporaneously or prior to such termination), the amount of \$1,225,000, plus all out-of-pocket expenses incurred by Open Text up to a maximum amount of \$500,000 in connection with the transactions contemplated hereby, (collectively, the **"Termination Fee"**) as liquidated damages in immediately available funds to an account designated by Open Text. For greater certainty, the Parties acknowledge that Nstein shall not be obligated to make more than one payment pursuant to this Section 7.3.

Each Party acknowledges that the payment amount set out in this Section 7.3 is a payment of liquidated damages which is a genuine pre-estimate of the damages which Open Text will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Acquisition Agreement and is not a penalty. Nstein irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, the Parties agree that, subject to Article 8, payment of the amount determined pursuant to this Section 7.3 in the manner provided in respect thereof is the sole monetary remedy of Open Text, provided however that payment by Nstein and acceptance by Open Text of the amounts required to be paid pursuant to Section 7.3 shall not be in lieu of any damages or any other payment or remedy available in the event of any breach by Nstein of any of its obligations under this Acquisition Agreement.

7.4 Fees and Expenses

- (1) Subject to subsections (2), (3) and (4), each Party shall pay all fees, costs and expenses incurred by such Party in connection with this Acquisition Agreement and the Amalgamation.
- (2) If this Acquisition Agreement is terminated by Open Text pursuant to (i) Section 8.2(1)(a)(ii) or (ii) Section 8.2(1)(a)(iii) or (iii) Section 8.2(1)(b) based on any condition contained in Section 6.2(1) or (2) not having been satisfied or waived by Open Text at or before the Effective Date, then (unless Open Text shall have made a misrepresentation or breached a warranty or covenant under this Acquisition Agreement in such a manner that Nstein would be entitled to rely on the failure of a condition set forth in Section 6.3 as a reason not to complete the Amalgamation and terminate this Acquisition Agreement pursuant to Section 8.2(1)(c)), Nstein shall reimburse Open Text for all out-of-pocket expenses incurred by Open Text in connection with the transactions contemplated hereby up to a maximum amount of \$500,000.
- (3) No fees are payable by Nstein under subsection (2) if Nstein has paid the amount provided under Section 7.3.
- (4) Nstein shall be responsible for any filing fees made in support of a Regulatory Approval or in support of any other filings made to a Governmental Entity in respect of the transactions contemplated by this Acquisition Agreement.
- (5) Payment of any amount under subsection (2) (in the case only of terminations pursuant to Section 8.2(1)(b)), shall not be exclusive of any other remedy to which Open Text may be entitled as a result of the termination of this Acquisition Agreement.

7.5 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Acquisition Agreement, Nstein shall, and shall cause its Subsidiaries and their respective officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Open Text and to the officers, employees, agents and representatives of Open Text such access as Open Text may reasonably require at all reasonable times, including for the purpose of facilitating business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Open Text with all data and information as Open Text may reasonably request. The Parties acknowledge and agree that information furnished pursuant to this Section shall be subject to the terms and conditions of the non-disclosure agreement referred to in clause (ii) of the definition of "Confidentiality Agreement".

ARTICLE 8 TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Acquisition Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Acquisition Agreement in accordance with its terms.

8.2 Termination

- (1) This Acquisition Agreement may:
- (a) be terminated either by Open Text or by Nstein if
 - (i) any Law makes the making or completion of the Amalgamation or the transactions contemplated by this Acquisition Agreement illegal or otherwise prohibited;
 - (ii) the Amalgamation shall not have been consummated by the Outside Date for any reason; *provided, however*, that the right to terminate this Acquisition Agreement under this Section 8.2(1)(a)(ii) shall not be available to any Party whose action or failure to act has been a principal cause of or resulted in the failure of the Amalgamation to occur on or before such date and such action or failure to act constitutes a breach of this Acquisition Agreement provided further however, that on April 30, 2010, Nstein may extend the Outside Date as otherwise determined to June 30, 2010 by providing notice in writing to Open Text, provided that the right to so extend the Outside Date shall not be available to Nstein if its action or failure to act has been a principal cause of or resulted in the failure of the Amalgamation to occur on or before such date and such action or failure to act constitutes a breach of this Acquisition Agreement; or
 - (iii) the Special Meeting shall have been held and the Shareholder Approval shall not have been obtained thereat or at any adjournment or postponement thereof;
 - (b) subject to Section 6.4, be terminated by Open Text if Open Text is not in material breach of its obligations under this Acquisition Agreement and Nstein breaches any of its representations, warranties, covenants or agreements contained in this Acquisition Agreement, which breach would give rise to the failure of a condition set forth in Section 6.2;

- (c) subject to Section 6.4, be terminated by Nstein if Nstein is not in material breach of its obligations under this Acquisition Agreement and Open Text breaches any of its representations, warranties, covenants or agreements contained in this Acquisition Agreement, which breach would give rise to the failure of a condition set forth in Section 6.3;
- (d) be terminated by Open Text if, prior to the Effective Time, (i) the Board shall have failed to recommend or confirm its recommendation of the Amalgamation and this Acquisition Agreement or have withdrawn, withheld, qualified or modified in a manner adverse to Open Text its recommendation of the Amalgamation and this Acquisition Agreement (it being understood that publicly taking a neutral position or no position with respect to an Acquisition Proposal beyond a period of five Business Days after public announcement of an Acquisition Proposal shall not be considered an adverse modification); (ii) Open Text requests that the Board reaffirm its recommendation of the Amalgamation and this Acquisition Agreement and the Nstein Board shall not have done so by the fifth Business Day following its receipt of such request; or (iii) the Board shall have approved or recommended any Acquisition Proposal; or
- (e) be terminated by Nstein in order to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Section 7.1(4)), subject to compliance with Sections 7.1 and 7.2 in all material respects and provided that no termination under this Section 8.2(1)(e) shall be effective unless and until Nstein shall have paid to Open Text the amount required to be paid pursuant to Section 7.3;

in each case, prior to the Effective Time unless stated otherwise.

- (2) If this Acquisition Agreement is terminated in accordance with the foregoing provisions of this Section, this Acquisition Agreement shall forthwith become void and of no further force or effect and no Party shall have any further obligations hereunder except as provided in Sections 7.3, 7.4, 9.4 (including for greater certainty payment of the Termination Fee under any of the circumstances specified in Section 7.3), 9.1, 9.2, 9.3, 9.6 and 9.7 and the Confidentiality Agreement and as otherwise expressly contemplated hereby, and provided that neither the termination of this Acquisition Agreement nor anything contained in this Section 8.2 shall relieve any Party from any liability for any breach by it of this Acquisition Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

8.3 Waiver

Any Party may (i) extend the time for the performance of any of the obligations or acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9 GENERAL PROVISIONS

9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by either Party by notice to the other given in accordance with these provisions):

- (1) if to Open Text or Subco:

Open Text Corporation
275 Frank Tompa Drive
Waterloo, Ontario
Canada N2L 0A1

Attention: Paul McFeeters

Telephone: (519) 888-7111
Facsimile: (519) 888-0677
E-Mail: pmcfeete@opentext.com

with a copy to:

Blake, Cassels & Graydon LLP
Box 25, Commerce Court West
199 Bay Street
Toronto, Ontario
Canada M5L 1A9

Attention: Chris Hewat

Telephone: (416) 863-2761
Facsimile: (416) 863-2653
E-Mail: chris.hewat@blakes.com

(2) if to Nstein:

Nstein Technologies Inc.
75 Queen Street, Suite 4400
Montréal, Québec H3C 2N6

Attention: Luc Filiatreault

Telephone: (514) 231-1986
Facsimile: (514) 908-5407
E-Mail: luc.filiatreault@nstein.com

Ogilvy Renault LLP
500, East Grande-Allée
Suite 200
Quebec City, Quebec
Canada G1R 2J7

Attention: Carl Tremblay

Telephone: (418) 640-5013
Facsimile: (418) 640-1500
E-Mail: ctremblay@ogilvyrenault.com

9.2 Miscellaneous

This Acquisition Agreement: (i) constitutes the entire agreement and supersedes all other prior agreements, both written and oral, between the Parties with respect to the subject-matter hereof save for the Confidentiality Agreement; (ii) shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns; and (iii) is not intended to confer upon any other person any rights or remedies hereunder. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar electronic copy of this Acquisition Agreement, and such facsimile or similar electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

9.3 Governing Law

This Acquisition Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Quebec and the laws of Canada applicable therein, and shall be construed and treated in all respects as an Quebec contract. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Quebec in respect of all matters arising under and in relation to this Acquisition Agreement and the Amalgamation.

9.4 Injunctive Relief

The Parties agree that irreparable harm would occur in the event that any of the provisions of this Acquisition Agreement were not performed in accordance with their specific

terms or were otherwise breached for which money damages would not be an adequate remedy at law. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Acquisition Agreement, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

9.5 Time of Essence

Time shall be of the essence in this Acquisition Agreement.

9.6 Binding Effect and Assignment

Open Text may assign all or any part of its rights under this Acquisition Agreement to, and its obligations under this Acquisition Agreement may be assumed by, a Subsidiary of Open Text, provided that if such assignment and/or assumption takes place, Open Text shall continue to be liable jointly and severally with such Subsidiary for all of its obligations hereunder. This Acquisition Agreement shall be binding on and shall enure to the benefit of the Parties and their respective successors and permitted assigns. No third party shall have any rights hereunder. Except as expressly permitted by the terms hereof, neither this Acquisition Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Party.

9.7 Severability

If any term or other provision of this Acquisition Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Acquisition Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Acquisition Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.8 Counterparts

This Acquisition Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.9 Language

The Parties expressly acknowledge that they have requested that this Acquisition Agreement and all ancillary and related documents thereto be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.*

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Open Text, Subco and Nstein have caused this Acquisition Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

OPEN TEXT CORPORATION

By: _____
Name:
Title:

9218-8150 QUÉBEC INC.

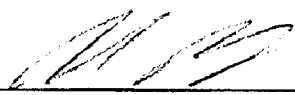
By: _____
Name:
Title:

NSTEIN TECHNOLOGIES INC.

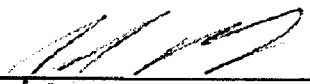
By: _____
Name:
Title:

IN WITNESS WHEREOF Open Text, Subco and Nstein have caused this Acquisition Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

OPEN TEXT CORPORATION

By: 
Name: Paul McFeeters
Title: CFO

9218-8150 QUÉBEC INC.

By: 
Name: PAUL MCFEETERS
Title: PRESIDENT & SECRETARY

NSTEIN TECHNOLOGIES INC.

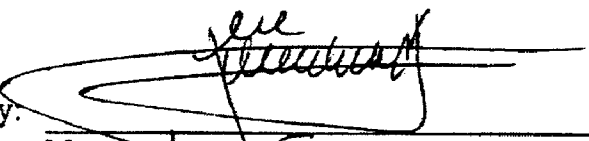
By: 
Name: LUC FILIATRAULT
Title: CHIEF EXECUTIVE OFFICER

Exhibit A

To the Acquisition Agreement

AMALGAMATION RESOLUTION

**SPECIAL RESOLUTION OF THE SHAREHOLDERS OF
NSTEIN TECHNOLOGIES INC.**

BE IT RESOLVED THAT the following By-law adopted by the directors of Nstein Technologies Inc. (the "**Company**") on • 2010 be and it is hereby confirmed as By-law No. 2010-1 of the Company:

"BY-LAW 2010-1

I. the amalgamation (the "**Amalgamation**") of 9218-8150 Québec Inc. ("**Subco**") and the Company in accordance with the terms of the acquisition agreement dated •, 2010, among Open Text Corporation, Subco and the Company (the "**Acquisition Agreement**") and upon the terms and conditions set forth in the amalgamation agreement among the Company and Subco (the "**Amalgamation Agreement**"), substantially in the form of the Amalgamation Agreement attached as Exhibit B to the Acquisition Agreement and to be attached to the management information circular of the Company be and it is hereby approved;

II. the Company be and it is hereby authorized to enter into the Amalgamation Agreement pursuant to Section 123.122 of the *Companies Act* (Québec) and the Amalgamation Agreement be and it is hereby approved;

III. notwithstanding that this by-law has been passed and the Amalgamation approved by the shareholders of the Company, the directors of the Company are hereby authorized and empowered (i) to amend the Acquisition Agreement or the Amalgamation Agreement to the extent permitted by the Acquisition Agreement, and (ii) not to proceed with the Amalgamation at any time prior to the issue of a certificate of amalgamation giving effect to the Amalgamation without the further approval of the shareholders of the Company if the Acquisition Agreement is terminated in accordance with its terms;

IV. any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute, under the seal of the Company or otherwise, and to deliver the Amalgamation Agreement and articles of amalgamation and such other documents as are necessary or desirable to the Enterprise Registrar under the *Companies Act* (Québec) in accordance with the Acquisition Agreement for filing; and

V. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such documents, agreements and instruments, and to do or to cause to be done all such other acts and things, as such person determines to be necessary or desirable in order to carry out the intent of the foregoing paragraphs of this resolution and the matters authorized thereby, such determination to

be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

Exhibit B

To the Acquisition Agreement

AMALGAMATION AGREEMENT

PATENT

REEL: 024900 FRAME: 0391

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of [●], 2010,

B E T W E E N:

OPEN TEXT CORPORATION, a corporation existing under the laws of Canada ("**Open Text**")

- and -

9218-8150 QUÉBEC INC., a corporation existing under the laws of the Province of Québec ("**Subco**")

- and -

NSTEIN TECHNOLOGIES INC., a corporation existing under the laws of the Province of Québec ("**Nstein**" or the "**Company**")

RECITALS:

- A. Pursuant to an Acquisition Agreement among Open Text, Nstein and Subco dated as of February 22, 2010, Nstein and Subco have agreed to amalgamate pursuant to the Québec *Companies Act* and upon the terms and conditions hereinafter set forth;
- B. the authorized capital of Nstein consists of an unlimited number of common shares and an unlimited number of preference shares;
- C. the requirements of section 123.116 of the QCA (as defined below) will be satisfied by Amalco (as defined below);
- D. the authorized capital of Subco consists of an unlimited number of common shares, of which 100 class "A" common shares were issued and outstanding prior to the date hereof; and
- E. Open Text owns beneficially and of record the outstanding common shares of Subco.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. Interpretation

In this Agreement, the following terms shall have the following meanings:

“Acquisition Agreement” means the Acquisition Agreement referred to in Recital “A” as the same may be amended from time to time;

“Affiliate” has the meaning ascribed thereto in Section 1.2 of *Regulation 45 106 – Prospectus and Registration Exemptions* as in effect on the date hereof;

“Agreement” means this amalgamation agreement, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement;

“Amalco” means the company resulting from the Amalgamation;

“Amalco Common Share” means a common share of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule A;

“Amalco Redeemable Preferred Share” means a redeemable preferred share in the capital of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule A;

“Amalgamating Corporations” means Nstein and Subco;

“Amalgamation” means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;

“Business Day” means any day, other than a Saturday, a Sunday and a statutory holiday in Toronto, Ontario, Canada or in Montréal, Québec, Canada;

“Cash Proceeds per Share” means \$0.65 cash;

“Certificate of Amalgamation” means the certificate of amalgamation to be issued by the Enterprise Registrar in accordance with Section 123.119 of the QCA;

“Closing Date” means the earlier of: (a) the date that is three Business Days after the satisfaction or waiver (subject to applicable Laws) of the conditions set forth in Articles 6 of the Acquisition Agreement (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until immediately prior to the Effective Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Effective Date); (b) the date that is the day prior to the Outside Date (as defined in the Acquisition Agreement), provided that the conditions set forth in Article 6 of the Acquisition Agreement have been satisfied or, where permitted, waived (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until immediately prior to the Effective Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Effective Date); and (c) such date as mutually agreed in writing by the Company and Open Text;

"Depository" means CIBC Mellon Trust Company or any other depository agreed by the Parties hereto;

"Effective Date" means the date upon which the Amalgamation becomes effective as established by the date of issue shown on the Certificate of Amalgamation;

"Effective Time" means the first moment in time in Montréal on the Effective Date;

"Enterprise Registrar" means the enterprise registrar acting under the QCA;

"Governmental Entity" means any (a) multinational, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, commissioner, tribunal, board, bureau, agency or instrumentality, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, or (d) stock exchange, automated quotation system, self regulatory authority or securities regulatory authority, including, without limitation, the TSX-V;

"Law" or "Laws" means all international trade agreements, codes and conventions, laws, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"Letter of Transmittal" means the letter of transmittal in respect of the Amalgamation to be prepared and sent together with the Proxy Circular to Nstein Shareholders in connection with the Special Meeting;

"Nstein Share" means a common share in the capital of Nstein;

"Nstein Shareholders" means the holders of Nstein Shares (including both registered and beneficial holders);

"Open Text Share" means a common share in the capital of Open Text;

"Parties" means Nstein, Subco and Open Text, and **"Party"** means any of them;

"person" includes an individual, limited or general partnership, trust, limited liability company, limited liability partnership, joint venture, association, body

corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"Proxy Circular" means the notice of meeting and management information circular of the Company to be prepared and sent to Nstein Shareholders in connection with the Special Meeting, including the exhibits thereto;

"QCA" means the *Québec Companies Act* and the regulations made thereunder, as promulgated or amended from time to time (or such other corporate statute that is Nstein's governing corporate statute at the relevant time);

"Redemption Time" means 5:00 p.m. (Eastern time) on the Business Day immediately following the Effective Date;

"Registered Shareholder" means an Nstein Shareholder shown as the holder of Nstein Shares on the books and records of Nstein;

"Share Consideration Election" means an election by a Registered Shareholder to receive, in exchange for an Nstein Share, a fraction of an Open Text Share having a value of \$0.65 based on the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date, such election to be effected through completion, execution and delivery of the Letter of Transmittal and notice of guaranteed delivery in accordance with its terms;

"Share Election Deadline" means 5:00 p.m. (Eastern time) on the Business Day that is ten (10) Business Days prior to the Effective Date;

"Scheduled Meeting Date" means the date on which the Special Meeting is initially scheduled to be held as set out in the Proxy Circular mailed to the Nstein Shareholders;

"Special Meeting" means the special meeting of the Nstein Shareholders (including any adjournments or postponements thereof) to be called to consider and, if thought fit, the approval the Amalgamation in accordance with the requirements of the QCA;

"TSX" means Toronto Stock Exchange; and

"TSX-V" means TSX Venture Exchange.

Words and phrases used but not defined in this Agreement and defined in the QCA shall have the same meaning in this Agreement as in the QCA unless the context or subject matter otherwise requires.

2. Number and Gender

In this Agreement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa, words importing gender will include all genders.

3. Interpretation Not Affected by Headings

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. References to sections and Articles refer to sections and articles of this Agreement unless otherwise stated.

4. Date of Any Action

If the date on which any action is required to be taken hereunder is not a Business Day in the place where the action is required to be taken, that action will be required to be taken on the next succeeding day which is a Business Day in that place.

5. Time

All times expressed herein or in any letters of transmittal and election forms are local time (Montréal, Québec) unless otherwise stipulated herein or therein.

6. Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

7. Statutory References

Any reference in this Agreement to a statute includes all regulations made thereunder, all amendments to that statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes that statute or regulations.

8. Agreement to Amalgamate

The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of Section 123.115 of the QCA as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

9. Name

The name of Amalco shall be [●].

10. Head Office

The head office of Amalco shall be situated in the [Municipality of Montréal in the Province of Québec] and the address of its head office shall be [●].

11. Authorized Capital

Amalco is authorized to issue two classes of shares consisting of (i) an unlimited number of shares to be designated as "Common Shares", and (ii) an unlimited number of redeemable preferred shares to be designated as "Preferred Shares". The rights, privileges, restrictions and conditions attaching to each class of shares of Amalco shall be as described in Schedule A to this Agreement.

12. Share Transfer Restrictions

The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares without the approval of the directors of Amalco expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors.

13. Activities

There shall be no limitations of the activities of Amalco.

14. Number of Directors

The board of directors of Amalco shall, until otherwise changed in accordance with the QCA, consist of a minimum number of [●] and a maximum number of [●] directors. The number of directors shall initially be [●] and the directors of Amalco shall be empowered to determine from time to time the number of directors of Amalco within the said minimum and maximum numbers provided for in the Articles of Amalco, as the same may be amended from time to time.

15. Initial Directors

The first directors of Amalco shall be the persons whose names and residential addresses appear below:

<u>Name</u>	<u>Municipality of Residence</u>	<u>Resident Canadian</u>
●	●	●
●	●	●
●	●	●

Such directors shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

16. Amalgamation

Upon the Amalgamation:

- (i) each Nstein Shareholder shall receive one duly authorized, fully-paid and non-assessable Amalco Redeemable Preferred Share without par value (each of which will be redeemed at the Redemption Time for Cash Proceeds per Share) for each issued and outstanding Nstein Share held by such Nstein Shareholder, other than Nstein Shares held by a Canadian-resident Nstein Shareholder with respect to which a valid Share Consideration Election is made prior to the Share Election Deadline;
- (ii) each Nstein Shareholder shall receive a fraction of a duly authorized fully-paid Open Text Share, having a value of \$0.65 based on the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date, for each issued and outstanding Nstein Share held by such Nstein Shareholder with respect to which a valid Share Consideration Election is made prior to the Share Election Deadline. No fractional Open Text Shares will be issued or delivered in connection with the Amalgamation. If the aggregate number of Open Text Shares to be issued or delivered to a Registered Shareholder would result in a fraction of an Open Text Share being issuable or deliverable, cash shall be paid to such Registered Shareholder in lieu of any fractional Open Text Share (on the basis of each Open Text Share having a value equal to the volume weighted average trading price of Open Text Shares on the TSX in the 10 trading day period immediately preceding the Closing Date); and
- (iii) each issued and outstanding Subco Share will be converted into one Amalco Common Share, resulting in Open Text receiving 100% of the Amalco Common Shares.

17. Share Consideration Election

A Canadian-resident Registered Shareholder who wishes to make the Share Consideration Election under the Amalgamation pursuant to Section 16(ii) must return to the Depositary, not later than the Share Election Deadline, a duly and validly completed Letter of Transmittal and notice of guaranteed delivery in accordance with its terms, electing the Share Consideration Election.

18. Stated Capital Accounts

There shall be added to the stated capital account in the accounting records of Amalco maintained for (i) the Amalco Redeemable Preferred Shares, an amount equal to the number of Amalco Redeemable Preferred Shares issued on the Amalgamation multiplied by the Cash Proceeds per Share, and (ii) the Amalco Common Shares, an amount equal to the amount, if any, by which:

- (A) the sum of the aggregate paid-up capital for purposes of the Income Tax Act (Canada) attributable to the Subco Shares that have been converted into Amalco Common Shares on the Amalgamation and the aggregate paid-up capital for

purposes of the Income Tax Act (Canada) attributable to the Nstein Shares, exceeds,

- (B) the amount added to the stated capital account maintained for the Amalco Redeemable Preferred Shares in accordance with this Section 18.

19. Share Certificates

No certificates shall be issued in respect of the Amalco Redeemable Preferred Shares and such shares shall be evidenced by the certificates representing Nstein Shares (other than Amalco Redeemable Preferred Shares that may be issued after the Effective Date).

20. By-Laws

The by-laws of Amalco, until repealed, amended or altered, shall, to the extent not inconsistent with this Agreement, be the by-laws of Subco.

21. Termination

This Agreement may, prior to the issuance of the Certificate of Amalgamation, be terminated as permitted by the Acquisition Agreement by the board of directors of Nstein, Open Text or Subco notwithstanding the approval of the shareholders of Nstein, Open Text and Subco of the terms and conditions hereof.

22. Contribution of Assets

Each of the Amalgamating Corporations shall contribute to Amalco all its assets, subject to its liabilities, as such exist immediately before the date of the Certificate of Amalgamation.

23. Property of Amalco

Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of the parties hereto as such exist immediately before the date of the Certificate of Amalgamation.

24. Rights of Creditors

All rights of creditors against property, rights and assets of each of the Amalgamating Corporations and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each of them shall thenceforth attach to Amalco and may be enforced against it.

25. Filing of Documents

Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the QCA and the satisfaction or waiver of the conditions in the Acquisition Agreement, the Amalgamating Corporations shall jointly file

with the Enterprise Registrar under the QCA articles of amalgamation and such other documents as may be required.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

27. Entire Agreement

This Agreement and the Acquisition Agreement constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and the Acquisition Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement or the Acquisition Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement and the Acquisition Agreement, or any amendment or supplement thereto, by any party to this Agreement or the Acquisition Agreement or its directors, officers, employees or agents, to any other party to this Agreement or the Acquisition Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties to this Agreement has been induced to enter into this Agreement or the Acquisition Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

28. Language

The Parties expressly acknowledge that they have requested that this Acquisition Agreement and all ancillary and related documents thereto be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.*

IN WITNESS WHEREOF the parties have executed this Agreement.

OPEN TEXT CORPORATION

By: _____

9218-8150 QUÉBEC INC.

By: _____

NSTEIN TECHNOLOGIES INC.

By: _____

SCHEDULE A

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS

OF

SHARE CAPITAL OF AMALCO

The rights, privileges, restrictions and conditions attaching to the shares of the Company shall be as follows.

I. PREFERRED SHARES

The Preferred Shares, as a class, shall be designated as Preferred Shares and shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) Subject to the provisions of the Quebec *Companies Act* (the "Act") or as otherwise expressly provided herein, the holders of the Redeemable Shares shall not be entitled to receive notice of, nor to attend or vote at meetings of the shareholders of the Company.
- (b) Subject to the provisions of the Act, the Company shall, at 5:00 p.m. (Eastern time) on the first Business Day immediately following the date the Redeemable Shares are issued to holders under the Amalgamation (the "**Amalgamation Redemption Date**") and, in the case of any Redeemable Shares issued subsequent to the Amalgamation, at 5:00 p.m. (Eastern time) on the first Business Day immediately following the date such Redeemable Shares are issued (such time and the Amalgamation Redemption Date to be collectively referred to as the "**Redemption Date**"), redeem the Redeemable Shares and pay the Aggregate Redemption Amount (as hereinafter defined) in accordance with Subsection (ii), as follows:
 - (i) *Notice.* Except as hereinafter provided or as otherwise determined by the Company, no notice of redemption or other act or formality on the part of the Company shall be required to call the Redeemable Shares for redemption.
 - (ii) *Delivery of Aggregate Redemption Amount.* On or before the Redemption Date, the Company shall deliver or cause to be delivered to CIBC Mellon Trust Company (the "**Depository**") at its principal office in the City of Montréal, \$0.65 (the "**Redemption Amount**") in respect of each Redeemable Share to be redeemed (the "**Aggregate Redemption Amount**"). Delivery to and receipt by the Depository of the Aggregate Redemption Amount in such a manner, shall be a full and complete discharge of the Company's obligation to deliver the Aggregate Redemption Amount to the holders of Redeemable Shares.

- (iii) *Payment of Aggregate Redemption Amount.* From and after the Redemption Date, (i) the Depositary shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Redeemable Shares, by way of cheque, on presentation and surrender at the office of the Depositary in the City of Toronto or in the City of Montréal of the certificate representing the common shares of the Company's predecessor, Nstein, which were converted into Redeemable Shares upon the Amalgamation and the holder's letter of transmittal or such other documents as the Company or the Depositary may, in its discretion, consider acceptable, or, if such Redeemable Shares were issued subsequent to the Amalgamation, on presentation and surrender of the certificate representing such Redeemable Shares, the Aggregate Redemption Amount payable and deliverable to such holders, respectively, and (ii) the holders of Redeemable Shares shall not be entitled to exercise any of the rights of shareholders in respect thereof except to receive from the Depositary the Redemption Amount therefor unless payment of the aforesaid Aggregate Redemption Amount has not been made in accordance with the foregoing provisions, in which case the rights of such shareholder will remain unaffected. Under no circumstances will interest on the Redemption Amount be payable by the Company or the Depositary whether as a result of any delay in paying the Redemption Amount or otherwise.
- (iv) *Discharge of obligations.* Immediately after the Amalgamation or the issuance of the Redeemable Shares in the event they are issued subsequent to the Amalgamation, and subject to the delivery to and receipt by the Depositary of the Aggregate Redemption Amount pursuant to Subsection (ii) above, each Redeemable Share shall irrevocably be deemed to be redeemed and cancelled, the Company shall be fully and completely discharged from its obligations with respect to the payment of the Aggregate Redemption Amount to such holders of Redeemable Shares, and the rights of such holders shall be limited to receiving from the Depositary the Redemption Amount payable to them on presentation and surrender of the said certificates held by them or other documents as specified above. Subject to the requirements of applicable law with respect to unclaimed property, if the Aggregate Redemption Amount has not been fully claimed in accordance with the provisions hereof within six years of the Redemption Date, the unclaimed Redemption Amount shall be forfeited to the Company.
- (v) *Lost certificates.* In the event any certificate which, immediately prior to the Redemption Date, represented one or more common shares of the Company's predecessor, Nstein, which were converted into Redeemable Shares upon the Amalgamation and redeemed immediately after pursuant to this Subsection (b) shall have been lost, stolen or destroyed, the Depositary shall, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, issue in exchange

for such lost, stolen or destroyed certificate, a cheque for the Redemption Amount deliverable in accordance with such holder's letter of transmittal. When authorizing such issuance or payment in exchange for the lost, stolen or destroyed certificate, the holder to whom cash is to be issued or delivered shall, as a condition precedent to the issuance or payment thereof, give a bond satisfactory to the Company and the Depositary in connection with any claim that may be made against the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

- (c) In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of the property or assets of the Company among shareholders for the purpose of winding-up its affairs, and subject to the extinguishment of the rights of holders of Redeemable Shares upon satisfaction of the Redemption Amount in respect of each Redeemable Share, the holders of the Redeemable Shares shall be entitled to receive and the Company shall pay to such holders, in preference and priority to any distribution of any property or assets of the Company to the holders of the Common Shares or any other shares ranking junior to the Redeemable Shares, an amount equal to the Redemption Amount for each Redeemable Share held by them respectively and no more. After payment to the holders of Redeemable Shares of the amounts so payable to them as hereinbefore provided, they shall not be entitled to share in any further distribution of the property and assets of the Company.
- (d) The amount of \$0.65 is the amount specified in respect of each Redeemable Share for purposes of Subsection 191(4) of the *Income Tax Act* (Canada).
- (e) The Redeemable Shares shall not be convertible, no share having the same rank as or a higher rank than the Redeemable Shares may be created and the provisions relating to the Redeemable Shares or relating to other classes of shares may not be modified so as to confer on such shares rights or privileges that are equal to or greater than those attached to the Redeemable Shares, unless such conversion, creation or modification has been approved by written resolution signed by all holders of Redeemable Shares, or by the vote of not less than $\frac{2}{3}$ of the Redeemable Shares represented by their holders who are present or represented at a special meeting of such holders convened for such purpose.

II. COMMON SHARES

The Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) *Dividends.* Subject to the rights of the holders of any class of shares of the Company entitled to received dividends in priority to or rateably with the holders of the Common Shares, the holders of Common Shares shall be entitled to receive dividends if, as and when declared by the Board of Directors of the Company out of the assets of the Company properly available for the payment of dividends of such amounts and payable in such manner as the Board of Directors may from time to time determine.
- (b) *Voting Rights.* The holders of the Common Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Company and shall be entitled to one vote in respect of each Common Share held at such meetings, except a meeting of holders of a particular class or series of shares other than the Common Shares who are entitled to vote separately as a class or series at such meeting.
- (c) *Liquidation, Dissolution or Winding-Up.* In the event of the liquidation, dissolution or winding-up of the Company or any other distribution of the property or assets of the Company among its shareholders for the purpose of winding-up its affairs, whether voluntary or involuntary, the holders of the Common Shares shall, subject to the rights of the holders of any shares ranking senior to or rateably with the Common Shares in respect of any such distribution on liquidation, dissolution or winding-up of the Company or other distribution of its property or assets among its shareholders for the purpose of winding-up its affairs, whether voluntary or involuntary, be entitled to receive the remaining property and assets of the Company.

12358234.5

DISCLOSURE LETTER – ACQUISITION AGREEMENT

DATE: February 22, 2010

TO: OPEN TEXT CORPORATION

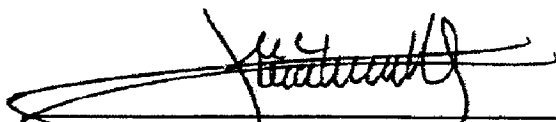
TO: 9218-8150 QUÉBEC INC.

This letter, together with the schedules and annexes hereto, constitutes the Disclosure Letter referred to in the Acquisition Agreement dated as of the date hereof (the “**Acquisition Agreement**”) between Open Text Corporation, 9218-8150 Québec inc. and Nstein Technologies inc. (the “**Company**”). This Disclosure Letter and the attached schedules and annexes shall form part of the Acquisition Agreement.

All capitalized terms in this Disclosure Letter, which are not defined herein, shall have the respective meanings ascribed thereto in the Acquisition Agreement. The schedules attached hereto are numbered to correspond to the section or sections of the Acquisition Agreement to which the information stated therein relates.

NSTEIN TECHNOLOGIES INC.

Per:



Luc Filiatreault, Chief Executive Officer

The undersigned hereby acknowledge having received and reviewed this Disclosure Letter and the attached schedules and annexes.

OPEN TEXT CORPORATION

Per:

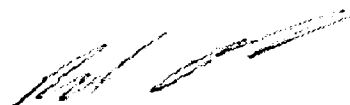


Name: Paul McFeeters

Title: CFO

9218-8150 QUÉBEC INC.

Per:



Name: Paul McFeeters

Title: President & Secretary

Schedule 3.1(a)

Organization, Standing and Corporate Power

Nothing to declare

* * * * *

Schedule 3.1(b)**Subsidiaries**

List of Subsidiaries and Ownership interest in any Person:

Subsidiaries and affiliates	Percentage of ownership (direct or indirect)
Nstein Technologies Corp. (USA – DE)	100 %
Nstein Technologies France SASU (FR)	100 %
Cabinet Conseil Valsar Inc. (Can)	100 %
Alis Technologies (Can)	100 %
Picdar Group Limited (UK) and its fully-owned subsidiaries: <ul style="list-style-type: none">- Picdar Services Limited (UK)- Nstein Technologies Europe Limited (UK)- Picdar Limited (UK)	100 %

All companies are in good standing.

* * * * *

Schedule 3.1(c)(i)

Capital Structure

See attached Excel File 3.1(c)(i)A Options

See attached Excel File 3.1(c)(i)B Warrants

* * * * *

Capital Structure

See attached Excel file 3.1(c)(ii) Deferred stock units outstanding

* * * * *

**Form of the Certificates or Agreements for
Outstanding Company Options and Company Warrants**

1. Option agreement:

Extract from the employment agreement of Luc Filiatreault, effective as of April 12, 2007:

“3.3 Options. L'Employé est admissible au régime d'options d'achat d'actions de la Compagnie (le « **Régime** »), selon les termes et conditions du Régime et les dispositions contenues au présent contrat. La Société s'engage à octroyer à l'Employé les options d'achat d'actions suivantes, dans la mesure où la situation du Régime à ce moment le permet et ces octrois feront l'objet de lettres d'octrois au moment opportun :

	Condition	Nombre d'options	Prix de levée	Modalités d'exercice
1	À votre nomination comme Président et chef de la direction	600,000	\$0.65	1/12e à chaque trimestre suivant la date de l'octroi (le dernier du trimestre) pendant 3 ans.
2	Si, sous votre gouverne, la valeur de l'action de la Compagnie atteignait \$1.30 ou plus pendant au moins 5 jours de bourse consécutifs (le prix de fermeture devant être égal ou supérieur à \$1.30 pendant ces 5 jours)	300,000 ¹	Prix de clôture des marchés de la 5 ^e journée	
3	Si, sous votre gouverne, la valeur de l'action de la Compagnie atteignait \$1.95 ou plus pendant au moins 5 jours de bourse consécutifs (le prix de fermeture devant être égal ou supérieur à \$1.95 pendant ces 5 jours)	300,000 ¹	Prix de clôture des marchés de la 5 ^e journée	

1. Dans la mesure où la situation du Régime à ce moment le permet.”

2. Standard form of option grant letter:

See attached.

3. Warrant agreements

See attached:

- i. Tranche A (Tranche B being identical except for price)
- ii. Broker warrant (Desjardins)
- iii. JGB warrant

* * * * *

Schedule 3.1(c)(v)

Unvested Company Options

See Schedule 3.1 (c)(i)(A)

* * * * *

Schedule 3.1(c)(vi)

Outstanding Financial Indebtedness

See attached Excel File 3.1(c)(vi) Financial Indebtedness

* * * * *

Absence of Certain Changes or Events

(D) any grant by Nstein or any of its Subsidiaries to any current or former director, officer, employee, individual contractor or individual consultant of Nstein or any of its Subsidiaries (collectively, "Nstein Personnel") of any bonus opportunity, any loan or any increase in any type of compensation or benefits

Salary Increases: Consistent with past years practice, the Company has granted salary increases to its employees in February 2010, retroactive to January 1, 2010. The average increase is 3% of base salary and the individual increases are based on performance, assessed through the performance appraisal process and documented to that effect. These increases were granted to Canadian, US and UK employees of the Company and its subsidiaries. No salary increases were granted to French employee given the financial results of the French entity.

(E) any payment by Nstein or any of its Subsidiaries to any Nstein Personnel of any bonus

Bonuses: The following bonuses have been paid to UK employees, to recognize their performance and the good results of the UK entity in 2009 despite a tough economical situation.

Name	Title	Amount
Louis Mousseau	General Manager Europe	30,000 CAD
Christopher Scott	Pre-Sales	5,000 GBP
Martin Doherty	Solutions expert	4,000 GBP
4 other UK employees sharing 5K	L. Ross, P. Lovell, A. Dagnall, J. Carson	5,000 GBP total for the 4

A provision for 2009 bonuses of 15,000 \$ CAD has been included in the books of Nstein Technologies Inc. as at December 31, 2009. This amount has not been allocated to employees yet.

(F) any grant by Nstein or any of its Subsidiaries to any current director or officer of Nstein or any of its Subsidiaries of any severance, change in control, termination or similar compensation or benefits or increases therein or of the right to receive any severance, change in control, termination or similar compensation or benefits or increases therein or any grant by Nstein or any of its Subsidiaries to any other Nstein Personnel of any severance, change in control, termination or similar compensation or

benefits or increases therein or of the right to receive any severance, change in control, termination or similar compensation or benefits or increases therein

Severance: On March 23, 2009, Denis Lavallée, General Manager North America sent an e-mail to Stephen Morganstein, confirming that he would get a severance clause added to his employment contract (6 months severance). The amendment has not been produced and we are currently rectifying the situation. Stephen Morganstein is a sales Director who has been with the organization since 2002 and is one of the most knowledgeable sales person with regards to our technologies.

(G) any adoption of or entry by Nstein or any of its Subsidiaries into, any amendment of or modification to or agreement to amend or modify, or any termination of, (1) any employment, deferred compensation, change in control, severance, termination, loan, indemnification, retention, stock repurchase, or similar Contract between Nstein or any of its Subsidiaries, on the one hand, and any Nstein Personnel, on the other hand (3) any consulting agreement between Nstein or any of its Subsidiaries, on the one hand, and any other Nstein Personnel, on the other hand.

The following individuals have joined the Company and its subsidiaries since December 31, 2009:

Name	Title	Company	Comments
Marten Den Haring	VP Marketing & Prod. Dev.	Nstein tech. Inc. (Canada)	Permanent
Judyna Pres	Web designer	Nstein tech. Inc. (Canada)	Permanent
Karl Turpin	Project Manager	Nstein tech. Inc. (Canada)	Permanent
Thomas Yvonna	Accounting clerk	Nstein tech. Inc. (Canada)	Temporary employment contract – 3 months
Shelley Chapatis	Mkg Communications	Nstein tech. Inc. (Canada)	Consultant – 3 months contract
Alisha Lyndon	Mkg Consultant	Nstein Tech. Europe (UK)	Consultant – 3 months contract

The following employees have left the company since Dec 31, 2009:

Sébastien Labbé, Web designer, voluntarily leave

François Guilbault, Developer DAM, after 4 months, did not perform up to expectations (was still in probation period)

Patrick Plante, Developer TME, was with Nstein since 2000. Performance and motivation decreased, no more fit within the department. Was paid a 3 month severance.

(H) any grant or amendment of any incentive award (including stock options, stock appreciation rights, performance units, restricted stock, restricted stock units, stock repurchase rights or other stock-based or stock-related awards) or the removal or modification of any restrictions in any such award (including the acceleration thereof)

Stock options grant: As publically disclosed on Jan 5, 2010, Nstein issued 1,200,000 stock options to employees and officers as follows:

Name		Date of grant	Number	Strike price	Expiry date
Luc Filiatreault	Officer	04/01/2010	200,000	\$0.29	04/01/2015
Bruno Martel	Officer	04/01/2010	100,000	\$0.29	04/01/2015
Louis Mousseau	Officer	04/01/2010	100,000	\$0.29	04/01/2015
Frédéric Brabant	Officer	04/01/2010	125,000	\$0.29	04/01/2015
Jean-Michel Texier	Officer	04/01/2010	50,000	\$0.29	04/01/2015
Marten den Haring	Officer	04/01/2010	225,000	\$0.29	04/01/2015
Dave Marcheterre	Employee	04/01/2010	50,000	\$0.29	04/01/2015
Isabelle Desjardins	Employee	04/01/2010	50,000	\$0.29	04/01/2015
Alexandre Gonthier	Employee	04/01/2010	50,000	\$0.29	04/01/2015
Jean-François Martin	Employee	04/01/2010	75,000	\$0.29	04/01/2015
Stéphanie Benoit	Officer	04/01/2010	50,000	\$0.29	04/01/2015
Mathieu Weber	Employee	04/01/2010	50,000	\$0.29	04/01/2015
Eric Williams	Employee	04/01/2010	75,000	\$0.29	04/01/2015

* * * * *

Litigation

(i)

1. Al-Bawaba.com v. Nstein Technologies Corp.
2. François Thibault v. Nstein Technologies France SASU

(ii)

Nothing to declare

* * * * *

**Schedule 3.1(i)
Contracts**

Contracts.

(i) Section 3.1(i) of the Disclosure Letter contains a complete and accurate list of all Material Contracts to or by which the Company or any of its Subsidiaries is a party or is bound.

the following sections are from the definition of Material Contracts

i. Material Contracts:

1. *any employment or consulting Contract (in each case, under which the Company has continuing obligations as of the date hereof) with any current or former executive officer or other employee of the Company or its Subsidiaries or member of the Company Board providing for an annual base salary in excess of \$110,000:*

Current Executives	Luc Filiatreault
	Bruno Martel
	Marten den Haring
	Jean-Michel Texier
	Denis Lavallée
	Louis Mousseau
	Frederic Brabant

Current Employees	Mathieu Weber
	Christopher Hill
	Stephen Morganstein
	Christophe Sautereau
	Martin Doherty
	Chris Fabesch
	David Tam
	Jeff Carson
	John Rimmel
	Matt Mullen
	James Jones

Former Executives	None
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Former Employees	None
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The salaries of foreign employees were converted in CAD dollars to establish the list based on the average exchange rate for the month of January 2010 (source: Bank of Canada)

(ii) any form of commission or sales plan providing to annual expenses of more than \$50,000

North America

Sales commission plan:

The plan provide for commissions for the following individuals:

Name	Title
Mathieu Weber	Sales Manager North America
Stephen Morganstein	Sales Director
Troy Johnson	Sales Director
Christopher Hill	Pre sales
Christina Bartels	Inside sales
Rogynsky, Oleg	Inside sales

Commission plans are revised on a yearly basis and established according to quotas. The 2010 plans have not been completed yet.

Europe

Sales commission plan:

The plan provide for commissions for the following individuals:

Name	Title
James Jones	European Sales Director
Chris Fabesch	Sales Director
David Tam	Sales Director
Christophe Sautereau	Sales Director
Matt Mullen	Pre-sales
Christopher Scott	Pre-sales
Shalina Agarwal	Inside sales

Commission plans are revised on a yearly basis and established according to quotas. The 2010 plans have not been completed yet.

(iii) any Major Customer Contract:

As at February 17, 2010, the 17 largest customers of the Company and Subsidiaries are the following:

	Client
1	PHAC (a.k.a. GPHIN)
2	Associated Newspapers
3	MDLD
4	Trinity Mirror plc
5	D C Thomson & Co Ltd

6	Hearst
7	Reed Business Information
8	ProQuest
9	Readers Digest Association
10	Cyberpresse (A.k.a Gesca)
11	Bonnier (DAM)
12	Evolve 24 (a.k.a. Dauphin Group)
13	The Telegraph plc
14	CondeNast (a.k.a. Advance Magazine)
15	The independent
16	Express & Star Newspapers
17	Scripps Network

(iv) Loss Contracts:

(a) any Customer Contract, with annual revenues in excess of \$100,000 pursuant to which either Nstein or its Subsidiaries, as applicable, has any obligation to perform services for which full payment has already been made or substantially made

Customer Contracts	Comments
DC Thomson – Master Software License Agreement and Master Services agreement signed March 5, 2009	We are delivering v1 of first site on Feb 17. Initial launch date was expected in November. New CTO has been confirmed around December. Meeting was held on Feb 12th to discuss status. New CTO has expectations that we do not address at this time. Currently working on a series of action items
Hearst Newspaper Division of Hearst Communications inc. – Master Software License Agreement and Master Services agreement signed October 16, 2008	Phase 1 of an enterprise-wide roll-out was successfully completed with a dozen of dailies in production. A "foundation" phase is currently addressing any changes needed to the platform for final roll-out of all remaining sites in Q3/Q4 of this year. The nature of the changes, the efforts and the financing of the work is currently being discussed.

(c) any Customer Contract with revenues in excess of \$100,000 with any customer that has indicated to Nstein that it will stop, or materially decrease the rate of, buying materials, products or services from Nstein or any of its Subsidiaries

Customer Contracts	Comments
Her Majesty the Queen in rights of Canada (Public Health Agency – GPHIN project) – GPHIN application hosting, support and maintenance contract	Currently, GPHIN is paying a monthly fee of 57,119 \$ (or 685,426 \$ per year). This is broken down as follows: Hosting 16,050\$, Software Maintenance 14,083 \$ and Application support 26,986 \$. The contract ends on March 31, 2010. The customer has submitted a draft amendment for a renewal at the same conditions until September 30, 2010. GPHIN has the intention to transform the hosting into a managed service so they would no longer rely on Nstein to provide some or all of the Application support. We expect to keep the Software maintenance revenues

dated March 26, 2009	past Sept. 30th. Hosting revenues would go away as at Sept. 30 but also the related costs (about 8k per month). Given the time needed for the transfer knowledge of this customized application, we believe we could secure the Application support revenues at their current rate until March 30, 2011. Past that date, Software maintenance would remain as well as a maybe a portion of the Application support revenues, but it's hard to estimate the amount at this stage.
Ministère de la Défense – acte d'engagement signed on December 6, 2005	Current contract comes to an end at the end of March with no possibility to renew without going to public tender. In parallel, customer has indicated that they will go to RFP for a new system in Q2. As the new system will not be in operation for several months, we expect that they will need to extend current arrangements for another 6 months. While this will probably be going to tender, given we built the system, we expect to get the 6 months renewal. We will be preparing a proposal for a 6 months' extension in the coming days.

(v) any Contract containing any covenant:

(A) limiting the right of the Company or any of its Subsidiaries to engage in any line of business or to compete with any person in any line of business:

- License Agreement (Source Code) between KMtechnologies Inc. (dissolved in 2008) and Plurial SARL, with regards to Work2gether
- Entente (a.k.a. as the Beta Agreement) with Gesca where a 6-month exclusivity period has been consented to Gesca/Cyberpresse

(B) prohibiting the Company or any of its Subsidiaries from engaging in business with any person (including non solicitations of employees but to the exception of non solicitations of employees covenants of Company included in contracts with customers) or levying a fine, charge or other payment for doing so, in each case other than any such Contracts that may be cancelled without material liability to the Company or its Subsidiaries upon notice of ninety (90) days or less:

Non solicitation of employees:

Partners/ Suppliers:

CNRC	CRA dated October 16, 2006 (amended December 1, 2009): for the term and of the agreement + 1 year
XLASOFT	Convention de licence de logiciel (Software License Agreement) dated December 27, 2006: Term + 1 year
Bell Canada	Services Agreement dated August 5, 2008: SOW + 6 months
Maquimpress	Authorized Service Provider Agreement, September 2, 2009: agreement + 1 year
GMDE	Authorized Service Provider Agreement, October 27, 2008,: agreement + 1 year

M&A:

ClearStory	NDA (M&A), march 2008: 2 years from March 2008
Ocyon	NDA (M&A), June 2008: 18 months from June 2008
La Société Témis SA	NDA (M&A) dated October 9, 2009: 12 months from termination

(vi) any Contract (A) relating to the disposition or acquisition by the Company or any of its Subsidiaries of a material amount of assets or any interest in any business enterprise, or (B) pursuant to which the Company or any of its Subsidiaries will acquire any material ownership interest in any other person or other business enterprise other than the Company's Subsidiaries:

Material amount of assets	FACTOR Project with CNRC
Any interest in any business enterprise	<ul style="list-style-type: none"> - KMtechnologies Inc.: June 10, 2004 - Alis Technologies Inc.: September 1, 2004 - Gestion Jean-François Desaulniers Inc. (with fully-owned subsidiary Cabinet Conseil Valsar Inc.): September 7, 2004 - DG2LT SARL (with fully-owned subsidiary EuroCortex SAS): December 14, 2006 - Picdar Group Limited (with fully-owned subsidiaries Nstein Technologies Europe Limited, Picdar limited, Picdar Services Limited): February 13, 2008

(vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts relating to the borrowing of money or extension of credit by the Company (other than a loan by the Company to any of its Subsidiaries) other than (A) accounts receivables and payables, and (B) loans to direct or indirect wholly-owned Subsidiaries, in each case in the ordinary course of business consistent with past practice;

Refer to section 3.1 (c) (vi)

(viii) any lease involving future payments in excess of \$50,000:

Nstein Company	Address
Nstein Technologies Inc.	75 Queen Street Suite 4400 Montreal QC H3C 2N6
Nstein Technologies Inc.	700, Wellington Street Suite 1200 and 1300 Montreal QC
Nstein Technologies Inc.	75 Queen Street Suite 4300 Montreal QC H3C 2N6
Nstein Technologies Europe Limited	The "UK office": Unit 8 Sandridge Park Porters Wood St. Albans Hertfordshire UK And Unit 9 Sandridge Park Porters Wood St. Albans Hertfordshire UK
Nstein Technologies France SASU	The "Toulouse office": 18 Rue des Cosmonautes 31400 Toulouse France
Nstein Technologies France SASU	The "Paris Office": 43/45 Rue Coquillière et 44 Rue Croix des Petits Champs 75001 Paris France

(ix) other than standard Customer Contracts previously provided to Open Text or the Major Customer Contracts, any agreement that provides unlimited liability or unlimited indemnification (other than for claims relating to intellectual property infringement, violation of nondisclosure or non-use provisions, personal injury, death or damage to property) relating to the performance of the Company's or any Subsidiary's products or services or extraordinary performance guaranty to any person;

Assemblée Nationale du Québec
MDLD
Cyberpresse

(x) any agreement of the Company or any of its Subsidiaries relating to capital expenditures, or open purchase orders, involving future payments in excess of \$75,000 individually or \$200,000 in the aggregate;

- Technology license Agreement with CNRC (Factor technology; accounted for as intangible assets in Nstein's Financial Statements)
- IXIASOFT Inc. (for TEXTml)

(xi) any dealer, distribution, joint marketing (including any pilot program), development, content provider, destination site or merchant agreement, joint venture, partnership, strategic alliance, or agreement of the Company or any of its Subsidiaries involving the sharing of profits, losses, costs or liabilities, with any person or any development, original equipment manufacturer, value added reseller, remarketer or other agreement for distribution, data-sharing, marketing, resale, distribution or similar arrangement relating to any product or service of the Company or any of its Subsidiaries that involved payments by the Company and its Subsidiaries of \$75,000 or more in the twelve (12) month period ended December 31, 2009:

None

(xii) any material commitment in amounts exceeding \$100,000 annually, to any customer of the Company or any of its Subsidiaries or other person to support any customized product or service of the Company or any of its Subsidiaries and compensation to the Company therefore is below market rate:

None

(xiii) any other agreement, the termination or loss of which would result in a Material Adverse Effect:

None

(xiv) any agreement between Company or any of its Subsidiaries and any of the 15 largest licensors or other suppliers to Company and its Subsidiaries determined on the basis of amounts paid by Company or any of its Subsidiaries in the 12 month period ended December 31, 2009 in excess of \$75,000:

#	Supplier	Company	Agreement detail
1	CDM de Montréal Inc.	Nstein Technologies Inc.	Rent Montreal offices
2	National Research Council of Canada	Nstein Technologies Inc.	Technology License Agreement (Factor Technology)
3	IxiaSoft Technologies inc.	Nstein Technologies Inc.	Convention de logiciel OEM - Third party software embedded in DAM product
4	La Capitale Assurances et Gestion du Patrimoine inc.	Nstein Technologies Inc.	Collective insurance contract (life, medical, dental etc. for employees)
5	Pricewaterhouse Coopers LLP	Nstein Technologies Inc.	Audit and taxes for Financial year 2009
6	Universoft Solutions	Nstein Technologies Inc.	Consultant – Nstein Engineering group (Karim Bachiri)
7	Diane P. Burley	Nstein Technologies Corp	Consultant – Nstein Marketing group
8	Gartner	Nstein Technologies Corp	Service Agreement – Industry Advisory
9	GTI international Inc.	Cabinet Conseil Valsar Inc.	Consultant – Ulysse Dubuc
10	SCR-TI inc.	Cabinet Conseil Valsar Inc.	Consultant – Christian Deshais
11	QC-Tech inc.	Cabinet Conseil Valsar Inc.	Consultant – André Perras
12	CTD Informatique	Cabinet Conseil Valsar Inc.	Consultant – Orlando Ceballos
13	Odynamic Inc.	Cabinet Conseil Valsar Inc.	Consultant – Zaher Hazim
14	Telecomsult Inc.	Cabinet Conseil Valsar Inc.	Consultant – Gabriel Ayotte
15	Les Services Conseil Janick inc.	Cabinet Conseil Valsar Inc.	Consultant – Michel Pichette

end of list of Material Contracts from the definition section

3.1(i) (iv)(B) Material Contract that require consent or prior approval relating to change of control or notice:

- 1) List of contracts whereby a prior written consent of a third party is required before the completion of the transaction:

Clients

- a. AMERICAN PSYCHOLOGICAL ASSOCIATION (APA)
(Nstein License agreement with NSTEIN TECHNOLOGIES CORP)
- b. FT PUBLICATIONS INC.
(MSLA and MSA with NSTEIN TECHNOLOGIES CORP.)
- c. THE FINANCIAL TIMES LIMITED
(MSLA and MSA with NSTEIN TECHNOLOGIES INC.)

- d. TRANSCONTINENTAL MEDIA G.P.
(MSLA and MSA with NSTEIN TECHNOLOGIES INC.)
- e. REED BUSINESS INFORMATION, a division of Reed Elsevier Inc
(MSLSA with NSTEIN TECHNOLOGIES CORP.)
- f. PHAC (Project GPHIN)
(agreement with NSTEIN TECHNOLOGIES INC.)

Suppliers / Partners / Lenders

- g. Banque de Montréal, « Engagement » signed June 26, 2009 (Related to Line of credit currently unused)
- h. CDM DE MONTRÉAL INC
(Lease Agreement between. with NSTEIN TECHNOLOGIE INC. – 700 Wellington Street, Suite 1200 and 1300)
- i. SOCIÉTÉ EN COMMANDITE KING-WELLINGTON (acting by its general partner 9079-5063 Québec inc.)
(Lease Agreement with NSTEIN TECHNOLOGIES INC. – 75 Queen Street, Suite 4400)
Note : Since 2007, the Lessor is CDM de Montréal inc.
- j. SOCIÉTÉ EN COMMANDITE KING-WELLINGTON (acting by its general partner 9079-5063 Québec inc.)
(Lease Agreement between with CANTEL COMPUTERS CORP. – The lease have been assigned to Nstein Technologies in 2008)
- k. HURTSMOOR ESTATES LIMITED
(Lease relating to Unit 8 Sandridge Park Porters Wood St. Albans Hertfordshire with PICDAR TECHNOLOGY LIMITED)
- l. RICHARD ANTHONY LUBEK and SUSAN ELIZABETH RICKARD
(Lease relating to Unit 9 Sandridge Park Porters Wood St. Albans Hertfordshire with PICDAR TECHNOLOGY LIMITED)
- m. SOPHIA GE
(Lease Agreement with SOCIÉTÉ EUROCORTX – *Termination Proceedings have been intended*)
- n. CNRC
(Collaborative Research Agreement with NSTEIN TECHNOLOGIES INC.)
- o. CNRC
(Technology Licence Agreement with NSTEIN TECHNOLOGIES INC.)

3.1 (i) (iv) C Terminate or have rights thereunder accelerated or limited.

- p. FT PUBLICATIONS INC.
(MSLA and MSA with NSTEIN TECHNOLOGIES CORP.)
- q. THE FINANCIAL TIMES LIMITED
(MSLA and MSA with NSTEIN TECHNOLOGIES INC.)
- r. TRANSCONTINENTAL MEDIA G.P.
(MSLA and MSA with NSTEIN TECHNOLOGIES INC.)

* * * * *

Compliance with Laws

Nothing to declare

* * * * *

Pension and Benefit

List of Benefit Plans:

- Régime d'achat d'actions à l'intention des employés (Share Purchase Plan)
- Stock Option Plan for certain Directors, Employees and Service Providers
- Régime d'unités d'actions différées des administrateurs (Deferred Stock Units Plan)
- Collective Insurance Plan with La Capitale Assurances et Gestion du Patrimoine Inc. (for canadian employees)
- Collective Insurance Plan with Quatrem Assurances Collectives and Mutuelle Du Mans Assurances (for French employees)
- Income protection Plan, otherwise known as permanent health insurance with Friends Provident for UK employees

Nstein also matches the contribution of employees to the saving plans from Fonds de Solidarité des Travailleurs du Québec and Fondation, to a maximum of \$250 per plan per employee annually.

* * * * *

Taxes

Nstein Technologies Corp, the subsidiary of Nstein Technologies Inc. has never collected any sales taxes on the sales made in the USA since 2001. Those sales were deemed non taxable since the software licenses are used in complex solutions and are highly customized to meet the needs of customers.

* * * * *

Leased Properties

Complete List as of February 20, 2010 of all real property and interests in real property leased by Company and Subsidiaries:

Nstein Company (tenant)	Address	Landlord	Consent Required	Grant right to use or occupy leased Real Property
Nstein Technologies Inc.	75 Queen Street Suite 4400 Montreal QC H3C 2N6	Société en commandite King-Wellington (acting by its general partner, 9079-5063 Québec inc.)	Yes	No
Nstein Technologies Inc.	700, Wellington Street Suite 1200 and 1300 Montreal QC	CDM de Montréal inc.	Yes	No
Nstein Technologies Inc.	75 Queen Street Suite 4300 Montreal QC H3C 2N6	Société en commandite King-Wellington (acting by its general partner, 9079-5063 Québec inc.)	Yes	No
Nstein Technologies Europe Limited	The "UK office": Unit 8 Sandridge Park Porters Wood St. Albans Hertfordshire UK And Unit 9 Sandridge Park Porters Wood St. Albans Hertfordshire UK	Hurtsmoor Estates Limited Richard Anthony Lubek and Susan Elizabeth Rickard	Yes	No
Nstein Technologies France SASU	The "Toulouse office": 18 Rue des Cosmonautes 31400 Toulouse France	La société civile immobilière Cosmo Toulouse (represented by La société compagnie foncière de gestion immobilière)	Yes	No
Nstein Technologies France SASU	The "Paris Office": 43/45 Rue Coquillière et 44 Rue Croix des Petits Champs 75001 Paris France	Sophia GE	Yes	No, but termination Proceedings have been intended

* * * * *

Intellectual Property

As of February 20, 2010:

(A) All issued patents and patent applications:

See Robic Patent Status attached.

All registered trade-marks, trade-mark applications, trade names, registered service marks, service mark applications:

Nstein Technologies Inc.

LINGUISTIC DNA TECHNOLOGY (Canada)
LINGUISTIC DNA TECHNOLOGY (United States of America)
NPOWER (United States of America)
NPOWER (Canada)
NSERVER (logo) (United States of America)
NSERVER (United States of America)
NSERVER (logo) (Canada)
NSERVER (Canada)

Nstein Technologies Corp.

None

Nstein Technologies Europe Limited

AMMOS (United Kingdom)
MEDIA MOGUL (United Kingdom)
MEDIA MOGUL (United States of America)

Nstein Technologies France SASU

None

Alis Technologies Inc.

GISTING (Canada)
WE UNDERSTAND
TOUT UN MONDE DE SOLUTIONS LINGUISTIQUES (Canada)
ALIS (Canada)
POUR COMPRENDRE ET ÊTRE COMPRIS (Canada)
TO UNDERSTAND AND BE UNDERSTOOD (Canada)
GIST IN TIME (Canada)
ALIS TECHNOLOGIES... A WORLD OF LANGUAGE SOLUTIONS (Canada)
TANGO CREATOR (Canada)

TANGO (Canada)
¿QUÉ? (Canada)
FLORES (Canada)
BATAM (Canada)
RÉACC (Canada)

Cabinet Conseil Valsar Inc.

None

All domain names:

NSTEIN.COM
NSTEIN.ORG
NSTEIN.NET
ALIS.COM
VALSAR.COM
VALSAR.CA
PICDAR.COM
NSTEINKNOWS.COM
N-STEIN.COM
N-STEIN.NET
N-STEIN.ORG
NEWS-EMAILER.COM
NEWSEMAILER.COM
NEWSEMAILER.NET
NEWSEMAILER.ORG
TELETRANSLATE.COM
TELETRANSLATE.NET
TELETRANSLATE.ORG
TELETRANSLATION.NET
TELETRANSLATION.COM
TELETRANSLATION.ORG
TELETRANSLATOR.NET
TELETRANSLATOR.COM
TELETRANSLATOR.ORG
GIST-IN-TIME.COM
GIST-IN-TIME.NET
GIST-IN-TIME.ORG
GISTINTIME.COM
GISTINTIME.NET
GISTINTIME.ORG
NTELLIGENTDEMO.COM
OPENDESK.COM
KMTECHNOLOGIES.COM
WORK2GETHER.NET
NSTEINKNOWS.COM
NSTEINMAIL.COM
NSTEINUK.COM
ASKNSTEIN.COM
ASKNSTEIN.ORG
ASKNSTEIN.NET

All registered copyrights and mask work rights and applications therefor:

None

(B) All other material Intellectual Property owned by Company or Subsidiaries:

All non registered copyright on all software products owned by Company or Subsidiaries

(C) All material Company Licensed IP:

TEXTml, from IXIASOFT Inc.
FACTOR, from NRC

* * * * *

**Intellectual Property
IP Contributing Parties**

French employees need to assign their IP rights and waive moral rights.

* * * * *

**Intellectual Property
Third Party Rights**

Please refer to various Copyright Notices for the following software products owned by Company or Subsidiaries (all copyright notices are made available on Nstein support site):

TME (4.0)

Extracts from Copyright Notice made available to Open Text:

APACHE - Jetty, CXF, Log4J, Struts2
BOUNCY CASTLE, The Legion Of The Bouncy Castle
SUN JavaMail, Sun Microsystems, Inc
SUN JTA, Sun Microsystems, Inc
BERKELEY DB, Sleepycat Software
BERKELEY DB JAVA EDITION, Oracle.
IBM ICU, International Business Machines Corporation
SNOWBALL, Dr Martin Porter, and (for the Java developments) Richard Boulton
JIPC,
Quartz, OpenSymphony
JAVA SERVICE WRAPPER, Tanuki Software, Inc.
ANTLR, Terence Parr

DAM (4.0)

Extracts from Copyright Notice made available to Open Text:

Image Glue, WebSupergoo
ABCpdf, WebSupergoo
TEXTML Server, IxiaSoft Inc.
Ajax Asp.Net, Microsoft Corporation
Log4net, The Apache Software Foundation
Asp.Net Ajax Control Toolkit, Microsoft Corporation
SharpZipLib, ic#code
FTP lient library for .Net, Jean-Jaques Boudart
TinyMCE, Moxiecode Systems AB

WCM (4.10)

Extracts from Copyright Notice made available to Open Text:

PHP Cache Lite, Free Software Foundation, Inc.
PHP Smarty, Free Software Foundation, Inc.
TinyMCE, Moxiecode Systems AB.
Prototype JavaScript framework, Sam Stephenson
Scriptaculous, Thomas Fuchs
PHP Openid
Zend framework, Zend Technologies USA, Inc.
FusionCharts, InfoSoft Global
TEXTML, IXIASOFT inc.

Gist in time

Extracts from Copyright Notice made available to Open Text:

CoDelegator and Hooks, Keith Brown Consulting
IBM ICU, International Business Machines Corporation and others
OpenOffice.org , Sun Microsystems, Inc
aspSmartUpload, ADVANTYS.

3S

Apache Commons
Dwoo Library
JQuery
JSON in JavaScript
libmemcached
LucidWorks Certified Distribution for Solr
Nutch
Simple XML framework
SLF4J
Solr
Stomp Library
Zend Framework
PHP 5.2
Java SDK

iSuite

Extracts from Copyright Notice made available to Open Text:

APACHE 1.1:
Log4J (Logging)
SOAP (Web Services Support)
Xalan BCEL (XML Support)
Xalan regexp (XML Support)
Xerces (XML Support)

APACHE 2.0
axis (SOAP WebService)
FileUpload (Upload files to a web server)
Fop (Generating PDFs for Printing)
Jakarta commons (Client server communication)
jfor (XSLT-FO to RTF Convertor)
Lucene (Searching)
IzPack (Installer)
Xalan (XML Support)
Xalan Serialiser (XML Support)
Xalan xsls-apis (XML Support)
xmlgraphics (Misc. Graphics Functions)

FastCGI

GPL 2:
FAAD (Rich Media Support)
FFMPEG (Rich Media Support)
Ghostscript (Render PDF and Postscript files)
PdfToText (Extract text from PDF documents)
PJX (PDF Manipulation Library)
readline (library that handles command line tool history, built into CC engineering tools)
wvWare (Extract text from Word documents)

Page 32 of 42

GPL 2 Library (LAME variant):
FreeTDS (DLL for ODBC access from C++ applications)
LAME (Rich Media Support)
libiconv (character set conversion)

LGPL 2.1:

FTP (Remote File Transfer)
JBOSS 4.0.3 (Application Server)
JBOSS 4.3.0 (Application Server)
JBOSS 5.0.0 (Application Server)
jcommon (Common Utility Functions)
jfreechart (Graphing)
jtds (JDBC Database Connectivity For Sequel DBs)
Netscape plugin API
unixodbc (ODBC database access)

LGPL 3:

FreeHEP (Misc. functions)

Common Public License 1.0:

JUnit (Automated testing)
wsld4j (Web Services Support)

Sun JDK (Java Virtual Machine)
Sun JavaMail (Mail server support)
Sun jwsdp (Java web services developer pack)
SAAJ (Web Services Support)
Oracle (JDBC Connectivity)
Groovy (Scripting Language Interpreter)
httpunit (Automated testing), Russell Gold
JBOSS 4, ENTERPRISE MIDDLEWARE
JBOSS 5.0.0
jQuery (HTML and javascript GUI tools), John Resig
JSON
LibPNG
LibTIFF
LibXML
LibXMP
LittleCMS
Postgres
Pstotext
Scriptaculous
Tcl
Tcllib
Tigra
SQLServer
xalan DOM
xalan runtime
xalan/xerces SAX
xerces DOM
Zip
ZLib

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**Intellectual Property
Royalties and payment**

IXIASOFT:

The first payment of the 2010 yearly fees of 250,000 \$ was payable on January 1, 2010. Since the TEXT ML product provided by Ixiasoft demonstrated stability issues in the context of the Hearst and ANQ projects, we are withholding this first payment of 125,000 \$ until those issues are resolved to our satisfaction

ORACLE/SLEEPYCAT

E-mail to Jane Mowat dated Feb 18, 2010 attached; explaining the situation

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**Intellectual Property
Escrowed Source Code**

The source code of the following software material has been escrowed with escrow agent for the benefit of a certain number of clients:

1. TME
2. DAM
3. WCM
4. Gist in time

Escrowed material may be released upon a change of control to REED BUSINESS INFORMATION, a division of REED ELSEVIER INC. as per the MSLA with Nstein Technologies Corp. dated September 26, 2006:

“[...] The Licensee shall have access to the Source Code of the Nstein Software in the case of the following events: [...]

(v) if all or substantially all of the assets, rights and properties of Nstein relating to the Nstein Software, or if the controlling ownership interests in Nstein, are sold, transferred or assigned to a competitor of the Licensee or any other party that the Licensee chooses not to do business with at any time during the term of this Agreement [...]”

Escrowed material may be released to GROUPE MONITEUR should Nstein fail to repair malfunction in a “reasonable time frame”, as per the MSLA with Nstein Technologies France SASU. dated September 26, 2006.

* * * * *

**Intellectual Property
Open Source**

Please refer to Schedule 3.1(q)(ii)(G)(1)

* * * * *

Schedule 3.1(s)

Brokers; Schedule of Fee and Expenses

Estimate of transaction fees attached in excel file 3.1 (s) Fees

* * * * *

Schedule 3.1(x)
Registration Rights

Nothing to declare

* * * * *

Warranty and Related Matters

BONNIER CORPORATION:

From: Dan Altman [mailto:dan.altman@bonniercorp.com]
Sent: Tuesday, November 03, 2009 10:38 AM
To: Stephen D. Morganstein
Cc: Denis Lavallée
Subject: Nstein WCM

Stephen,

Terry Snow, Bill Altman, Sherilyn Keaton and I have had numerous conversations about Bonnier's use of Nstein's WCM. The WCM was not operational by the end of last year (2008), when we needed to get our web platform set up for re-development of all our web sites. Accordingly then, we had to develop our platform and core applications on Drupal. At this date, we have made a huge investment in Drupal and have numerous sites launched/re-launched or under development using Drupal. We are extremely happy with our Drupal core and its performance. To start over now on a new platform would put us months behind schedule on new launches and require that we re-engineer and develop core applications that now function quite well on Drupal. Also, per your technical staff, there is no real opportunity to easily port our Drupal core applications over to the WCM. Therefore, Bonnier will not deploy Nstein's WCM.

Based on the non-performance of Nstein's WCM in the one year period since its installation here at Bonnier, we request a refund of the \$500,000 initial payment that Bonnier made for the WCM software and a cancellation of the license agreement and all outstanding invoices for services, software or maintenance pertaining to the WCM. We would then be happy to execute a non-disparagement agreement regarding the WCM and our experience with it.

Please feel free to call me to discuss our next steps to terminate the WCM license agreement.

Thanks,

Dan Altman
COO
Bonnier Corporation
407-571-4972

Further developments:
Customer has not installed WCM.

We met with the CEO and COO in New York on December 9th 2009.

We presented a demonstration of 3S as a replacement product for WCM which enabled the customer to maintain his semantic/TME strategy. CEO and COO brought other folks in to see the 3S demo as they felt it was very interesting.

Currently evaluating implementation of 3S as a substitute. Customer is committed to semantically driven sites. A workshop is planned in Montreal to explore 3S in details in March or April.

There was never any mention or discussion on the 500 000\$ neither during that meeting nor later.

Except as set forth in Section 3.1(aa) of the Disclosure Letter, there is no current Level 1 (i.e. critical and serious) defect logged in the Company's bug tracking system that has been logged for more than fifteen (15) days.

See Excel File 3.1 (aa) Critical Defects

From: Frederic Brabant
Sent: February 19, 2010 5:34 PM
To: Bruno Martel
Subject: RE: thanks.

There are currently 3 cases that are high and date more than 15 days at ANQ. However, the fix was provided and we are awaiting confirmation by the customer. Th customer is functional at the moment as a result of temporary measure and workarounds. It may be argued that it is no longer High for those reasons.

See attached for the whole list.

Thanks.

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Warranty and Related Matters

Documentation to be provided by Nstein: edelivery receipts of licenses for US sales since 2001 as well as the Statements of Work associated with the implementation of these solutions.

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Closing Condition Consents

1. All consents, approvals and waivers required pursuant to any agreement with CNRC as a result of or in connection with the Amalgamation or the Acquisition Agreement.
2. All consents, approvals and waivers required pursuant to the Bank of Montreal line of credit as a result of or in connection with the Amalgamation or the Acquisition Agreement.
3. Waivers of all clients referred to in Schedule 3.1(q)(ii)(L) hereof of their rights to obtain source code from escrow in connection with the change of control of Nstein that will result upon the Amalgamation, or otherwise in connection with the Amalgamation or the Acquisition Agreement:
 - REED BUSINESS INFORMATION, a division of REED ELSEVIER INC.
 - GROUPE MONITEUR

* * * * *

SYSTEM AND METHOD FOR NETWORK-BASED TELETRANSLATION FROM ONE NATURAL LANGUAGE TO ANOTHER									
Inventor(s):	BOURBONNAIS, HEAB & WALKER, MARTIN								
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)	Status / other	Expire
0001 ACTIVE	UNITED STATES OF AMERICA	09/294,026	1999-04-20			2002-01-08 6,338,033	Maintenance fees - others (US, NZ, ...) 2013-07-08		2019-04-20

2- Title	SYSTEM AND METHOD FOR ENHANCING DOCUMENT TRANSLATABILITY								
Inventor(s):	BOURBONNAIS, JEAN & WALKER, MARTIN								
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)	Status / other	Expire
0002 ACTIVE	UNITED STATES OF AMERICA	09/294,028	1999-04-20			2002-09-03 6,446,036	Maintenance fees - others (US, NZ, ...) 2014-03-03		

3- Title	SYSTEM AND METHOD FOR NETWORK-BASED TELETRANSLATION									
Inventor(s):	BOURBONNAIS, JEAN & WALKER, MARTIN									
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)	Status / other	Expire	
0003 ACTIVE	EUROPE	00 919 076.0 PCT/IB00/00487	2000-04-19	09/294,026 1998-04-20			Reinstatement office action 2010-05-12 File check out 2010-08-19 Annual maintenance fee 2011-04-30			

4- Title	SYSTEM AND METHOD FOR ENHANCING DOCUMENT TRANSLATABILITY									
Inventor(s):	BOURBONNAIS, JEAN & WALKER, MARTIN									
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)	Status / other	Expire	
0004 ACTIVE	EUROPE	00 919 079.4 PCT/IB00/00490	2000-04-20	09/294 028 1999-04-20			File check out 2010-06-19 Annual maintenance fee 2011-04-30			

5- Title							
TEXT CATEGORIZATION METHOD AND APPARATUS							
Inventor(s):	TERMBLAY, DANY & PETTIGREW, STEVE & ROY, HENRI						
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)
0005 ACTIVE	UNITED STATES OF AMERICA	10/452,944	2003-06-03			2008-04-08 7,356,461	Maintenance fees - others (US, NZ, ...) 2011-10-08 Maintenance fees - others (US, NZ, ...) 2015-10-08 Maintenance fees - others (US, NZ, ...) 2019-10-08

6- Title							
CONCEPTS EXTRACTOR							
Inventor(s):	BELANGER, PASCAL & LIAKIN, DENIS & SIMARD, CHARLES-OLIVIER						
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)
0006 ACTIVE	UNITED STATES OF AMERICA	10/637,701	2003-08-11		NSTEIN TECHNOLOGIES, INC.		

7- Title							
CONCEPTS EXTRACTOR							
Inventor(s):	PETTIGREW, STEVE						
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)
0007 EXPIRED	UNITED STATES OF AMERICA	10/353,077	2003-01-29				

8- Title							
DOSSIER GENERAL							
Inventor(s):	NSTEIN TECHNOLOGIES						
Subject #	Country	Application # / Pct	Filing Date	Priority	Owner	Registration Date / Number	Due Date(s)
0008 ACTIVE	CANADA						