

Subsidiary, in each case to the extent not deducted in determining Consolidated Net Income; and

- (xvii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year, in each case to the extent not deducted in determining Consolidated Net Income, *provided* that such amounts will be added to Excess Cash Flow for the following fiscal year to the extent not paid in cash and deducted from Consolidated Net Income during such following fiscal year.

“Excess Cash Flow Application Amount” means with respect to any fiscal year, the product of the Excess Cash Flow Percentage applicable to such fiscal year *multiplied* by the Excess Cash Flow for such fiscal year.

“Excess Cash Flow Application Date” has the meaning set forth in Section 2.12(c).

“Excess Cash Flow Percentage” means 50%; *provided* that the Excess Cash Flow Percentage shall be reduced to (a) 25% if the Consolidated Net Senior Secured Leverage Ratio as of the last day of the relevant fiscal year is 3.50 to 1.00 or lower but greater than 3.00 to 1.00 and (b) 0% if the Consolidated Net Senior Secured Leverage Ratio as of the last day of the relevant fiscal year is not greater than 3.00 to 1.00, in each case; *provided* that, if the applicable Consolidated Net Senior Secured Leverage Ratio used in calculating clause (a) and (b) (after taking into account any such prepayment and any reductions pursuant to clause (a)) falls into a lower threshold, then the relevant percentage shall be reduced accordingly for any further prepayments to be made with respect to such fiscal year.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Capital Stock” means (a) any Capital Stock with respect to which, in the reasonable judgment of the Borrower and the Administrative Agent, the cost of pledging such Capital Stock in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (b) any Capital Stock to the extent that the pledge thereof to secure the Obligations would, in the reasonable judgment of the Borrower, result in adverse tax or regulatory consequences to the Borrower or any of the Borrower’s Subsidiaries (*provided* that any such designation of Capital Stock as Excluded Capital Stock shall be subject to prior consultation with the Administrative Agent), (c) solely in the case of any pledge of Capital Stock of any Foreign Subsidiary or any Foreign Subsidiary Holding Company to secure the Obligations, any Capital Stock of any class of such Foreign Subsidiary or such Foreign Subsidiary Holding Company in excess of 65% of the outstanding Capital Stock of such class (such percentage to be adjusted by mutual agreement (not to be unreasonably withheld, conditioned or delayed) upon any Change in Law as may be required to avoid adverse U.S. federal income tax consequences to the Borrower, any of the Borrower’s Subsidiaries or any Affiliates of the foregoing), (d) any Capital Stock of any Subsidiary of a Foreign Subsidiary or a Foreign Subsidiary Holding Company, (e) any Capital Stock to the extent the pledge thereof would violate any applicable Requirement of Law, (f) the Capital Stock of any special purpose entity, any Immaterial Subsidiary (for so long as such Subsidiary remains an Immaterial Subsidiary), any captive insurance entities, any not-for-profit Subsidiary or any Unrestricted Subsidiary and (g) in the case of any Capital Stock of any Subsidiary that is the subject of a Lien permitted under Section 7.3(g) securing Indebtedness permitted under Section 7.2(t), 7.2(u) or 7.2(v), any Capital Stock of each such Subsidiary to the extent that (i) a pledge thereof to secure the Obligations is prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (ii) any Contractual Obligation prohibits such a pledge without the consent of the other party; *provided* that this clause (ii) shall not apply if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to consummate

such pledge and for so long as such Contractual Obligation or replacement or renewal thereof is in effect or (iii) a pledge thereof to secure the Obligations would give any other party to a Contractual Obligation the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law); *provided* that this clause (iii) shall not apply if such other party is a Loan Party or a wholly-owned Subsidiary.

“Excluded Collateral” has the meaning set forth in Section 4.17(a).

“Excluded Guaranty Subsidiary” means any Subsidiary that is an Excluded Subsidiary or a Foreign Subsidiary.

“Excluded Liability” means any liability that is excluded under the Bail-In Legislation from the scope of any Bail-In Action including, without limitation, any liability excluded pursuant to Article 44 of the Bank Recovery and Resolution Directive.

“Excluded Real Property” means (a) any Real Property that is subject to a Lien expressly permitted by Section 7.3(g) or 7.3(z), (b) any Real Property with respect to which, in the reasonable judgment of the Borrower and the Administrative Agent, the cost of providing a mortgage on such Real Property in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (c) any Real Property that is not Material Real Property, (d) any Real Property to the extent providing a mortgage on such Real Property would (i) result in adverse tax consequences to the Borrower, any of the Borrower’s Subsidiaries or any Affiliate of the foregoing as reasonably determined by the Borrower (*provided* that any such designation of Real Property as Excluded Real Property pursuant to this clause (i) shall be subject to the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed)), (ii) violate any applicable Requirement of Law, (iii) be prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (iv) give any other party (other than a Loan Party or a wholly-owned Subsidiary) to any contract, agreement, instrument or indenture governing such Real Property the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law) and (e) the Reston Property.

“Excluded Subsidiary” means (a) each Domestic Subsidiary which is an Immaterial Subsidiary as of the Closing Date and listed on Schedule 1.1A and each future Domestic Subsidiary which is an Immaterial Subsidiary, in each case, for so long as such Subsidiary remains an Immaterial Subsidiary, (b) each Domestic Subsidiary that is not a wholly-owned Subsidiary on any date such Subsidiary would otherwise be required to become a Guarantor pursuant to the requirements of Section 6.8(c) (for so long as such Subsidiary remains a non-wholly-owned Restricted Subsidiary), (c) any Foreign Subsidiary Holding Company, (d) any Subsidiary that is a Subsidiary of a Foreign Subsidiary or Foreign Subsidiary Holding Company, (e) each Unrestricted Subsidiary, (f) each Domestic Subsidiary to the extent that (i) such Domestic Subsidiary is prohibited by any applicable Contractual Obligation or Requirement of Law from guaranteeing the Obligations, (ii) any Contractual Obligation prohibits such guarantee without the consent of the other party or (iii) a guarantee of the Obligations would give any other party to a Contractual Obligation the right to terminate its obligation thereunder; *provided* that clauses (ii) and (iii) shall not be applicable if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to provide such guarantee and for so long as such Contractual Obligation or replacement or renewal thereof is in effect, (g) any Subsidiary that is a special purpose entity, (h) any captive insurance entities, (i) any not-for-profit Subsidiary or (j) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Borrower and the Administrative Agent, the cost, consequence and/or burden of

providing a guarantee is outweigh the benefit thereof to the Lenders or is excessive in view of the benefits afforded thereby.

“Excluded Swap Obligation” means, with respect to any Subsidiary which is a Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Subsidiary of, or the grant by such Subsidiary of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Subsidiary or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Tax” means any of the following Taxes imposed on or with respect to any recipient or required to be withheld or deducted from a payment to a recipient, (i) Taxes imposed on or measured by net income or net profits (however denominated), branch profits Taxes and franchise Taxes, in each case, (A) imposed on the Administrative Agent or any Lender as a result of the Administrative Agent or any Lender (or, in the case of a pass-through entity, any of its beneficial owners) being organized under the laws of, or having its principal office or applicable lending office located in, the jurisdiction imposing such Taxes (or any political subdivision thereof) or (B) that are Other Connection Taxes, (ii) with respect to any Lender, any withholding Tax imposed on amounts payable to or for the account of such Lender pursuant to laws in effect at the time such Lender becomes a party hereto (or changes its applicable lending office), whichever is later, except to the extent that such Lender (or its assignor, if any), immediately prior to the time of designation of a new lending office (or assignment), was entitled to receive additional amounts from a Loan Party in respect of such withholding Tax pursuant to Section 2.20, (iii) any withholding Taxes imposed as a result of the failure of a Lender or Administrative Agent (or, in the case of a pass-through entity, any of its beneficial owners) to comply with the provisions of Section 2.20(e), 2.20(f), 2.20(g) or 2.20(i), and (iv) any withholding Taxes imposed under FATCA.

“Existing Credit Agreement” means the Amended and Restated Revolving Credit Agreement, dated as of March 15, 2013, among the Borrower, the lenders and other financial institutions party thereto and Truist Bank, as administrative agent for the lenders party thereto, as amended by the First Amendment to Amended and Restated Revolving Credit Agreement, dated as of March 9, 2015, as further amended by the Supplement and Joinder Agreement, dated as of March 9, 2015, as further amended by the Second Amendment to Amended and Restated Revolving Credit Agreement, dated as of October 23, 2015, as further amended by the Third Amendment to Amended and Restated Revolving Credit Agreement, dated as of September 22, 2017, as further amended by the Fourth Amendment to Amended and Restated Revolving Credit Agreement, dated as of January 6, 2021 and as further amended by the Fifth Amendment to Amended and Restated Revolving Credit Agreement, dated as of May 5, 2021.

“Existing Letters of Credit” means Letters of Credit issued prior to, and outstanding on, the Closing Date and disclosed on Schedule 1.1D.

“Existing Loans” has the meaning set forth in Section 2.26(a).

“Existing Revolving Loans” has the meaning set forth in Section 2.26(a).

“Existing Revolving Tranche” has the meaning set forth in Section 2.26(a).

“Existing Term Loans” has the meaning set forth in Section 2.26(a).

“Existing Term Tranche” has the meaning set forth in Section 2.26(a).

“Existing Tranche” has the meaning set forth in Section 2.26(a).

“Extended Loans” has the meaning set forth in Section 2.26(a).

“Extended Revolving Commitments” has the meaning set forth in Section 2.26(a).

“Extended Revolving Tranche” has the meaning set forth in Section 2.26(a).

“Extended Term Loans” has the meaning set forth in Section 2.26(a).

“Extended Term Tranche” has the meaning set forth in Section 2.26(a).

“Extended Tranche” has the meaning set forth in Section 2.26(a).

“Extending Lender” has the meaning set forth in Section 2.26(b).

“Extension” has the meaning set forth in Section 2.26(b).

“Extension Amendment” has the meaning set forth in Section 2.26(c).

“Extension Date” has the meaning set forth in Section 2.26(e).

“Extension Election” has the meaning set forth in Section 2.26(b).

“Extension Request” has the meaning set forth in Section 2.26(a).

“Extension Series” means all Extended Loans or Extended Revolving Commitments, as applicable, that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Loans or Extended Revolving Commitments, as applicable, provided for therein are intended to be part of any previously established Extension Series) and that provide for the same interest margins and amortization schedule.

“Facility” means each of (a) the Initial Tranche A Term Loans (the ***“Tranche A Term Facility”***), (b) the Initial Tranche B Term Loans (the ***“Tranche B Term Facility”***), (c) any New Loan Commitments and the New Loans made thereunder (each a ***“New Facility”***), (d) the Revolving Commitments and the extensions of credit made thereunder (the ***“Revolving Facility”***), (e) any Extended Loans (of the same Extension Series) (each an ***“Extended Term Facility”***), (f) any Extended Revolving Commitments (of the same Extension Series) (each an ***“Extended Revolving Facility”***), (g) any Refinancing Term Loans of the same Tranche (each a ***“Refinancing Term Facility”***) and (h) any Refinancing Revolving Commitments of the same Tranche (each a ***“Refinancing Revolving Facility”***).

“Fair Market Value” means with respect to any assets, Property (including Capital Stock) or Investment, the fair market value thereof as determined in good faith by the Borrower or, with respect to any such Property or Investment with a fair market value in excess of \$25,000,000, as determined in good faith by the Board of Directors of the Borrower; *provided* that, for purposes of the definition of “Asset Sale” and Section 7.5, the determination shall be made as of the date on which a legally binding commitment for the applicable Disposition or exchange was entered into.

“**FATCA**” means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreements entered into in connection with any of the foregoing and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement.

“**FCA**” has the meaning set forth in Section 1.9.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Fee Payment Date**” means (a) the last Business Day of each March, June, September and December and (b) with respect to the Revolving Commitments, the last day of the Revolving Commitment Period.

“**Fixed Amounts**” has the meaning set forth in Section 1.9.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the LIBO Rate, EURIBOR Rate, TIBOR Rate, CDOR Rate, AUD Rate or Daily Simple SONIA, as applicable.

“**Foreign Benefit Arrangement**” means any employee benefit arrangement mandated by non-US law that is maintained or contributed to by the Borrower or any of its Subsidiaries, or any other entity related to the Borrower or any of its Subsidiaries on a controlled group basis.

“**Foreign Currency L/C Agreements**” means all agreements with respect to any Foreign Currency L/Cs entered into by the Borrower or any Restricted Subsidiary.

“**Foreign Currency L/Cs**” means any letters of credit issued for the account of the Borrower or any Restricted Subsidiary in a currency other than US Dollars.

“**Foreign Plan**” means each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to US law and is maintained or contributed to by the Borrower or any of its Subsidiaries or any other entity related to the Borrower or any of its Subsidiaries on a controlled group basis.

“**Foreign Plan Event**” means with respect to any Foreign Benefit Arrangement or Foreign Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Benefit Arrangement or Foreign Plan; (b) the failure to register or loss of good standing with any applicable regulatory authorities of any such Foreign Benefit Arrangement or Foreign Plan required to be registered; or (c) the failure of any

Foreign Benefit Arrangement or Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Benefit Arrangement or Foreign Plan.

“Foreign Subsidiary” means any Restricted Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Foreign Subsidiary Holding Company” means any Restricted Subsidiary of the Borrower which is a Domestic Subsidiary substantially all of the assets of which consist of the Capital Stock or Indebtedness of one or more Foreign Subsidiaries (or Restricted Subsidiaries thereof) and other assets relating to an ownership interest in such Capital Stock or Indebtedness, or Restricted Subsidiaries.

“Funded Debt” means with respect to any Person, all Indebtedness of such Person of the types described in clauses (a), (b), (c), (g)(ii), or, to the extent related to Indebtedness of the types described in the preceding clauses, (d) of the definition of “Indebtedness”.

“Funding Office” means the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time. If at any time the SEC permits or requires U.S.-domiciled companies subject to the reporting requirements of the Exchange Act to use IFRS in lieu of GAAP for financial reporting purposes and the Borrower notifies the Administrative Agent that it will effect such change, without limiting Section 10.16, effective from and after the date on which such transition from GAAP to IFRS is completed by the Borrower, references herein to GAAP shall thereafter be construed to mean (a) for periods beginning on and after the required transition date or the date specified in such notice, as the case may be, IFRS as in effect from time to time and (b) for prior periods, GAAP as defined in the first sentence of this definition.

“Governmental Authority” means any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange and any self regulatory organization (including the National Association of Insurance Commissioners).

“Guarantee and Collateral Agreement” means the Guarantee and Collateral Agreement, dated as of May 28, 2021, among the Borrower and each Guarantor, substantially in the form of Exhibit B.

“Guarantee Obligation” means as to any Person (the **“guaranteeing person”**), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) pursuant to which the guaranteeing person has issued a guarantee, reimbursement, counterindemnity or similar obligation, in either case guaranteeing or by which such Person becomes contingently liable for any Indebtedness (the **“primary obligations”**) of any other third Person (the **“primary obligor”**) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; *provided, however*, that the term Guarantee Obligation shall not include endorsements of

instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing Person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case, the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such Person in good faith.

“Guarantors” means (a) each Domestic Subsidiary other than any Excluded Subsidiary and (b) any other Subsidiary of the Borrower that is a party to the Guarantee and Collateral Agreement as a “Guarantor” thereunder.

“Hedge Agreements” means all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by the Borrower or any Restricted Subsidiary.

“IFRS”: International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Immaterial Subsidiary”: on any date, any Subsidiary of the Borrower designated as such by the Borrower, but only to the extent that such Subsidiary has: (a) assets in an amount less than 5% of Consolidated Total Assets as of the last day of each of the two Fiscal Quarters most recently ended as of or prior to such time; and (b) revenues in an amount less than 5% of the total revenues of the Borrower and its Restricted Subsidiaries on a consolidated basis for the 12-month period ending on the last day of each of the two Fiscal Quarters most recently ended as of or prior to such time; *provided* that at no time shall all Immaterial Subsidiaries have in the aggregate assets (determined on a consolidated basis as of the last day of each of the two Fiscal Quarters most recently ended as of or prior to such time) and revenues (determined on a consolidated basis for the 12-month period ending on the last day of each of the two Fiscal Quarters most recently ended as of or prior to such time) in excess of 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries. As of the Closing Date, the Subsidiaries listed on Schedule 1.1A are hereby designated by the Borrower as an Immaterial Subsidiaries.

“Impacted AUD Interest Period” has the meaning assigned to such term in the definition of “AUD Rate.”

“Impacted CDOR Interest Period” has the meaning assigned to such term in the definition of “CDOR Rate.”

“Impacted EURIBOR Rate Interest Period” has the meaning assigned to such term in the definition of “EURIBOR Rate.”

“Impacted LIBO Rate Interest Period” has the meaning assigned to such term in the definition of “LIBO Rate.”

“Impacted TIBOR Rate Interest Period” has the meaning assigned to such term in the definition of “TIBOR Rate.”

“Increased Amount Date” has the meaning set forth in Section 2.25(a).

“Incurrence-Based Amounts” has the meaning set forth in Section 1.9.

“Indebtedness” means with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person for the deferred purchase price of Property or services already received, (d) all Guarantee Obligations by such Person of Indebtedness of others, (e) all Capital Lease Obligations of such Person, (f) all payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined in respect of outstanding Hedge Agreements (such payments in respect of any Hedge Agreement with a counterparty being calculated subject to and in accordance with any netting provisions in such Hedge Agreement), (g) the principal component of all obligations, contingent or otherwise, of such Person (i) as an account party in respect of letters of credit (other than any letters of credit, bank guarantees or similar instrument in respect of which a back-to-back letter of credit has been issued under or permitted by this Agreement) and (ii) in respect of bankers’ acceptances; *provided* that Indebtedness shall not include (A) trade and other ordinary course payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset, (D) earn-out and other contingent obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP or (E) performance guarantees of such Person entered into in the ordinary course of business. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof.

“Indebtedness for Borrowed Money” means (a) to the extent the following would be reflected on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries prepared in accordance with GAAP, the principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries with respect to (i) borrowed money, evidenced by debt securities, debentures, acceptances, notes or other similar instruments and (ii) Capital Lease Obligations, (b) reimbursement obligations for letters of credit and financial guarantees (without duplication) (other than ordinary course of business contingent reimbursement obligations) and (c) Hedge Agreements; *provided* that the Obligations shall not constitute Indebtedness for Borrowed Money.

“Indemnified Liabilities” has the meaning set forth in Section 10.5.

“Indemnitee” has the meaning set forth in Section 10.5.

“Initial Term Loans” means the Initial Tranche A Term Loans and the Initial Tranche B Term Loans, collectively.

“Initial Tranche A Term Loans” has the meaning set forth in Section 2.1.

“Initial Tranche B Term Loans” has the meaning set forth in Section 2.1.

“Insolvency” means with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Insolvent” means with respect to any Multiemployer Plan, that such Multiemployer Plan is subject to a condition of Insolvency.

“Instrument” has the meaning set forth in the Guarantee and Collateral Agreement.

“Intellectual Property” means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights (including rights in software and data), copyright licenses, domain names, patents, patent licenses, trademarks, trademark licenses, trade names, technology, inventions, trade secrets, know-how, methods and processes, and all registrations, applications and common law rights for any of the foregoing, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercreditor Agreement” means the intercreditor agreement substantially in the form of Exhibit C to be entered into as required by the terms hereof.

“Interest Payment Date” means (a) as to any ABR Loan, the last Business Day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Term Benchmark Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Term Benchmark Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any SONIA Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or if there is no numerically corresponding day in such month, then the last day of such month) and (2) the Revolving Maturity Date, and (e) as to any Loan (other than any Revolving Loan that is an ABR Loan), the date of any repayment or prepayment made in respect thereof.

“Interest Period” means as to any Term Benchmark Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Term Benchmark Loan and ending one, three or six or (if available from all Lenders under the relevant Facility) twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower in its notice of borrowing or notice of continuation or conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Term Benchmark Loan and ending one, three or (other than with respect to Canadian Dollar Loans) six or (with the consent of each affected Lender under the relevant Facility) twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 1:00 P.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; *provided* that all of the foregoing provisions relating to Interest Periods are subject to the following:

- (i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;