

DEAL CUSIP - 58984LAA9  
REVOLVING CREDIT FACILITY CUSIP - 58984LAB7  
TERM LOAN FACILITY CUSIP - 58984LAC5

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**CREDIT AGREEMENT**

dated as of November 10, 2021

among

**ML CALIFORNIA SUB, INC**  
as Subsidiary Borrower,

**MERIDIANLINK, INC.**  
as Parent Borrower,

**BANK OF AMERICA, N.A.,**  
as Administrative Agent, Collateral Agent and an L/C Issuer,

**THE OTHER LENDERS AND L/C ISSUERS  
FROM TIME TO TIME PARTY HERETO**

and

**BANK OF AMERICA, N.A.,  
CREDIT SUISSE LOAN FUNDING LLC,  
BARCLAYS BANK PLC,  
CITIBANK, N.A., and  
GOLUB CAPITAL LLC,  
as Arrangers**

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## EXHIBITS

|             |  |
|-------------|--|
| Form of     |  |
| Exhibit A-1 | Committed Loan Notice                      |
| Exhibit A-2 | Request for L/C Credit Extension           |
| Exhibit B-1 | Term Note                                  |
| Exhibit B-2 | Revolving Credit Note                      |
| Exhibit C   | Compliance Certificate                     |
| Exhibit D-1 | Assignment and Assumption                  |
| Exhibit D-2 | Affiliate Lender Assignment and Assumption |
| Exhibit D-3 | Administrative Questionnaire               |
| Exhibit G-1 | Junior Lien Intercreditor Agreement        |
| Exhibit G-2 | Pari Passu Intercreditor Agreement         |
| Exhibit H   | Intercompany Subordination Agreement       |
| Exhibit I-1 | U.S. Tax Compliance Certificate            |
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| Exhibit M   | Solvency Certificate                       |
| Exhibit N   | Secured Party Joinder Notice               |

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## CREDIT AGREEMENT

This **CREDIT AGREEMENT** is entered into as of November 10, 2021, among ML CALIFORNIA SUB, INC, a California corporation (the “**Subsidiary Borrower**”), MERIDIANLINK, INC., a Delaware corporation (the “**Parent Borrower**”); together with the Subsidiary Borrower, each a “**Borrower**” and, collectively, the “**Borrowers**”), each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), each L/C Issuer party hereto and Bank of America, N.A. (“**BofA**”), as Administrative Agent, Collateral Agent and an L/C Issuer.

### PRELIMINARY STATEMENTS

**WHEREAS**, the Borrowers have requested that, upon the satisfaction or waiver of the conditions precedent set forth in the applicable provisions of Article IV below, the applicable Lenders (a) make term loans to the Borrowers in an aggregate principal amount of \$435,000,000 under the Initial Term Commitment and (b) make available to the Borrowers a \$50,000,000 multicurrency revolving credit facility for the making, from time to time, of revolving loans and the issuance, from time to time, of letters of credit, in each case on the terms and subject to the conditions set forth in this Agreement.

**WHEREAS**, the Borrowers intend to use the proceeds of the initial borrowing under the Facilities to finance the repayment in full of outstanding loans under that certain Senior Secured First Lien Credit Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time “**Existing Credit Agreement**”), by and among the Borrowers, other affiliates of a Borrower from time to time party thereto, Antares Capital Corporation, as the administrative agent and collateral agent, and the lenders and other parties party thereto (collectively, the “**Closing Date Refinancing**”), to pay Transaction Costs and for working capital and general corporate purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceleration**” has the meaning specified in Section 8.01(e).

“**Acquired Indebtedness**” means, with respect to any specified Person, (a) Indebtedness of any other Person existing at the time such other Person is merged, amalgamated or consolidated with or into or becomes a Restricted Subsidiary of such specified Person, whether or not such Indebtedness is Incurred in connection with, or in contemplation of, such other Person merging, amalgamating or consolidating with or into, or becoming a Restricted Subsidiary of, such specified Person, and (b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

“**Adjusted Cash**” means the amount of unrestricted cash after giving effect to unrealized gains and losses under (and as determined by) any currency Swap Contracts in place at the time of determination (but only with respect to the then-elapsed portion of the current monthly or quarterly (as applicable under the relevant currency Swap Contract) calculation period thereunder).



**“Adjusted Eurocurrency Rate”** means for any Interest Period as to any Eurocurrency Rate Loan, an interest rate per annum equal to the Eurocurrency Rate for such Interest Period; provided, that if any such rate with respect to (x) the Initial Term Loans is less than 0.50%, such Eurocurrency Rate shall be deemed to be 0.50%, and (y) with respect to the Revolving Credit Facility is less than 0.00%, such Eurocurrency Rate will be deemed to be 0.00%.

**“Administrative Agent”** means BofA acting through such of its Affiliates or branches as it may designate, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent permitted by the terms hereof.

**“Administrative Agent’s Office”** means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 10.02 with respect to such currency or such other address or account as the Administrative Agent may from time to time notify the Borrowers and the Lenders.

**“Administrative Questionnaire”** means an Administrative Questionnaire in substantially the form of Exhibit D-3 or any other form approved by the Administrative Agent.

**“Affected Financial Institution”** means (a) any EEA Financial Institution or (b) any UK Financial Institution.

**“Affiliate”** of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

**“Affiliate Lenders”** means, collectively, the Sponsor and its Affiliates (other than any Natural Person, any Borrower and any of the Parent Borrower’s or the Subsidiary Borrower’s respective Subsidiaries).

**“Affiliate Transaction”** has the meaning specified in Section 7.07(a).

**“Agent-Related Distress Event”** means, with respect to the Administrative Agent, the Collateral Agent or any Person that directly or indirectly controls the Administrative Agent or the Collateral Agent (each, a **“Distressed Agent-Related Person”**), a voluntary or involuntary case with respect to such Distressed Agent-Related Person under any Debtor Relief Law is commenced, or a custodian, conservator, receiver or similar official is appointed for such Distressed Agent-Related Person or any substantial part of such Distressed Agent-Related Person’s assets, or such Distressed Agent-Related Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Agent-Related Person to be, insolvent or bankrupt; *provided* that an Agent-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Equity Interests in the Administrative Agent, the Collateral Agent or any Person that directly or indirectly controls the Administrative Agent by a Governmental Authority or an instrumentality thereof, so long as such ownership interest does not result in or provide the Administrative Agent or the Collateral Agent with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit the Administrative Agent or the Collateral Agent (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with the Administrative Agent or the Collateral Agent.

**“Agent-Related Persons”** means each Agent, together with its Related Parties.

**“Agent’s Spot Rate of Exchange”** has the meaning specified in Section 1.08(a).

**“Agents”** means, collectively, the Administrative Agent, the Collateral Agent, the Arrangers, the Incremental Arrangers and the Supplemental Agents (if any).

**“Aggregate Commitments”** means the Commitments of all the Lenders.

**“Agreement”** means this credit agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

**“Agreement Currency”** has the meaning specified in Section 10.23.

**“All-in Yield”** means, with respect to any Indebtedness, the yield of such Indebtedness, whether in the form of interest rate, margin, OID, upfront fees or index floors, in each case payable by the Borrowers generally to lenders; *provided* that OID and upfront fees shall be equated to interest rate assuming a four-year life to maturity, as the context requires, and shall not include arrangement fees, structuring fees, ticking fees, commitment fees, unused line fees, underwriting fees, call protection and end of term fees, prepayment premiums, any amendment fees, consent fees and similar fees (regardless of whether paid in whole or in part to the relevant lenders) or any other fees regardless of whether paid or payable generally to all lenders by the applicable borrower in the primary syndication of such indebtedness; *provided, further*, that, if such Indebtedness includes an index floor greater than the one applicable to the Initial Term Loans, such greater amount shall be added to the applicable interest rate margin solely for purposes of determining the All-in Yield of such Indebtedness, but only to the extent that an increase in the interest rate floor would cause an increase in the interest rate margin then in effect with respect to such interest rate.

**“Alternative Currency”** means (a) Euros, Pounds Sterling and Canadian dollars and (b) any currency added pursuant to Section 2.21.

**“Alternative Currency Borrowing”** means a Borrowing comprising of Alternative Currency Loans.

**“Alternative Currency Daily Rate”** means, for any day, with respect to any Credit Extension:

- (a) denominated in Pounds Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof plus the SONIA Adjustment; *provided, that*, if any Alternative Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

**“Alternative Currency Daily Rate Interest Payment”** means, in respect of any Interest Payment Date in relation to an Alternative Currency Daily Rate Loan, the aggregate amount of interest that is, or is scheduled to become, payable under Section 2.08.

**“Alternative Currency Daily Rate Loan”** means a Committed Loan that bears interest at a rate based on the definition of “Alternative Currency Daily Rate.” All Alternative Currency Daily Rate Loans must be denominated in Pounds Sterling.

**“Alternative Currency Loan”** means an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan, as applicable.