

such obligations, an equivalent rating from another nationally recognized rating agency) with maturities of thirty six (36) months or less from the date of acquisition;

(h) investments with average maturities of thirty six (36) months or less from the date of acquisition in money market funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized rating agency); and

(i) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (h) above.

Solely in the case of investments by any Foreign Subsidiary that is a Restricted Subsidiary, Cash Equivalents shall also include investments of the type (including comparable quality), and maturity described in clauses (a) through (f) and clauses (h) through (i) above of foreign obligors (including investments that are denominated in currencies other than Dollars), which investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and are investments customarily utilized in such countries in which such Foreign Subsidiary operates for short term cash management purposes.

"Cash Management Bank" means each provider of Cash Management Services, the obligations under which constitute Secured Cash Management Obligations.

"Cash Management Services" means treasury management services (including depository arrangements, controlled disbursements, zero balance arrangements, cash sweeps, automated clearinghouse transactions, return items, overdrafts, temporary advances, interstate depository network services, electronic funds transfer, purchasing or debit card arrangements and other customary cash management arrangements) provided to any Loan Party.

"CFC" means (a) any Person that is a "controlled foreign corporation" (within the meaning of Section 957), but only if a "United States person" (within the meaning of Section 7701(a)(30)) that is an Affiliate of a Loan Party is, with respect to such Person, a "United States shareholder" (within the meaning of Section 951(b)) described in Section 951(a) (1); and (b) each subsidiary of any Person described in clause (a). For purposes of this definition, all Section references are to the Code.

"CFC Holdco" means a Subsidiary substantially all of whose assets consist of the Equity Interests and/or Indebtedness of one or more CFCs (directly or indirectly through entities that are disregarded for United States federal tax purposes).

"Change in Control" means any of:

(a) an event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a "person" or "group" shall be deemed to have "beneficial ownership" of all Voting Stock that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of Voting Stock of the Borrower (or other securities



convertible into or exchangeable for such Voting Stock) representing 35% or more of the combined voting power of all Voting Stock of the Borrower (on a fully diluted basis); or

(b) there shall have occurred under any indenture or other instrument evidencing any Material Indebtedness any “change in control” or like event (as set forth in the indenture, agreement or other evidence of such Material Indebtedness) obligating the Borrower or any of the Restricted Subsidiaries to repurchase, redeem or repay (or entitling the holders thereof to accelerate the final maturity of) all or any part of the Indebtedness provided for therein.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Class”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term Loans or Incremental Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Term Commitment or an Incremental Term Commitment.

“Closing Date” has the meaning specified in Section 3.01.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means all the “Collateral” as defined in any Security and Guarantee Documents and shall also include the Mortgaged Properties (if any).

“Collateral Agent” means “Collateral Agent” as defined in Guarantee and Collateral Agreement.

“Commitment” means a Term Commitment or an Incremental Term Commitment, as the context may require.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), any successor statute.

“Commodity Futures Trading Commission” means the U.S. Commodity Futures Trading Commission.

“Communications” has the meaning assigned to such term in Section 9.02(d).

“Compliance Certificate” means a Quarterly Compliance Certificate or Annual Compliance Certificate, as applicable.



“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated” refers to the consolidation of accounts in accordance with GAAP.

“Consolidated Group” means the Borrower and its Consolidated Subsidiaries.

“Consolidated Net Income” means, for any period, the net income (or loss) of the Borrower and the Restricted Subsidiaries determined on a Consolidated basis in accordance with GAAP, but excluding, without duplication:

(a) any after-tax effect of any extraordinary, unusual or non-recurring gains and extraordinary, unusual or non-recurring charges or losses (including extraordinary, unusual or non-recurring costs of, and payments of, actual or prospective legal settlements, fines, judgments or orders and all fees and expenses relating thereto);

(b) the income (or loss) of any Unrestricted Subsidiary to the extent that such amounts have not been distributed in cash to the Borrower and the Restricted Subsidiaries during such applicable period;

(c) effects of adjustments in the consolidated financial statements of the Borrower pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to any consummated recapitalization, acquisition transaction or joint venture investment or the amortization or write-off of any amounts thereof;

(d) any fees and expenses incurred during such period (including, without limitation, any premiums, make-whole or penalty payments), or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated on or prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each, case whether or not successful;

(e) any net after-tax effect of gains or losses on disposed, abandoned or discontinued operations;

(f) the cumulative effect of changes in accounting principles and changes as a result of the adoption or modification or interpretation of accounting policies during such period to the extent included in Consolidated Net Income;

(g) any net after-tax effect of gains or losses (less all fees, expenses and charges relating thereto) attributable to any Disposition outside the Ordinary Course of Business;

(h) any unrealized or realized net foreign currency translation gains or losses and unrealized net foreign currency transaction gains or losses, in each case impacting net income;

(i) unrealized net losses, charges or expenses and unrealized net gains in the fair market value of any arrangements under Hedge Agreements;

(j) [reserved];

(k) the income or loss of any Person accrued prior to the date on which such Person becomes a Restricted Subsidiary, is designated a Restricted Subsidiary, or is merged into or consolidated with the Borrower or any Restricted Subsidiary or the date that such other Person's assets are acquired by the Borrower or any Restricted Subsidiary (except to the extent required for pro forma adjustments described in Section 1.06);

(l) any cancellation of debt income, including any such income arising from the purchase of any Loans pursuant to Section 9.07; and

(m) solely for the purpose of determining the Available Amount pursuant to clause (x)(ii) of the definition thereof, the undistributed earnings of any Restricted Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the time permitted by operation of the terms of its organizational documents or any contractual obligation (other than under any Loan Document) or law applicable to such Restricted Subsidiary

provided that none of the foregoing clauses (a) through (m) shall exclude any charges, accruals, reserves, expenses, costs or other items referred to in clause (k) of the definition of EBITDA.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Control Agreement" means, with respect to any deposit account (other than an Excluded Account) maintained by any Loan Party, a control agreement in form and substance reasonably satisfactory to the Collateral Agent, duly executed and delivered by such Loan Party and the depositary bank with which such account is maintained.

"Convert", "Conversion" and "Converted" each refers to a conversion of Loans of one Type into Loans of the other Type pursuant to Section 2.07 or 2.09.

"Corresponding Tenor" has the meaning assigned to such term in Section 2.08.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning assigned to such term in Section 9.21.



“Current Assets” means, at any time, the Consolidated assets (other than cash and Cash Equivalents) of the Borrower and the Restricted Subsidiaries at such time, that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as current assets at such date of determination, but excluding amounts related to current or deferred taxes based on income or profits (but excluding assets held for sale, loans (permitted) to third parties, pension assets, deferred bank fees and derivative financial instruments).

“Current Liabilities” means, at any time, the Consolidated liabilities of the Borrower and the Restricted Subsidiaries at such time, that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries as current liabilities at such date of determination, but excluding, without duplication, (a) the current portion of any Indebtedness of the Borrower and the Restricted Subsidiaries, (b) the current portion of interest expense of the Borrower and the Restricted Subsidiaries, (c) the current portion of current and deferred taxes of the Borrower and the Restricted Subsidiaries based on income or profits, (d) accruals of any costs or expenses related to restructuring reserves, (e) deferred revenue and (f) the current portion of pension liabilities.

“Daily Simple SOFR” has the meaning assigned to such term in Section 2.08.

“Debtor Relief Laws” means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Declined Amounts” has the meaning specified in Section 2.10(b)(vii).

“Default” means any Event of Default or any event that would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

“Default Interest” has the meaning specified in Section 2.06(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means at any time, subject to the last sentence of this definition, (i) any Lender that has failed for two or more Business Days to (x) fund any portion of its Loans or (y) pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder (each, a “funding obligation”) unless, in the case of clause (x) above, such Lender has notified the Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding has not been satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing), (ii) any Lender that has notified the Agent or the Borrower in writing, or has stated publicly, that it does not intend to comply with its funding obligations hereunder, unless such writing or statement states that such position is based on such Lender’s determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing or public statement), (iii) any Lender that has defaulted on its funding obligations under other loan agreements or credit agreements generally under which it has commitments to extend credit or that has notified, or whose Parent Company has notified, the Agent or the Borrower in writing, or has stated publicly, that it does not intend to comply with its funding obligations under loan agreements or credit agreements generally, (iv) any Lender that has, for three or more Business Days after written request of the Agent or the Borrower, failed to confirm in writing to the Agent and the Borrower that it





will comply with its prospective funding obligations hereunder (provided that such Lender will cease to be a Defaulting Lender pursuant to this clause (iv) upon the Agent's and the Borrower's receipt of such written confirmation), (v) any Lender that has, or has a Parent Company that has, become the subject of a Bail-In Action (as defined in Section 9.18), or (vi) any Lender with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company; provided that a Lender Insolvency Event shall not be deemed to occur with respect to a Lender or its Parent Company solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Parent Company by a Governmental Authority or instrumentality thereof where such action does not result in or provide such Lender 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 such Lender (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any of clauses (i) through (vi) above will be conclusive and binding absent manifest error, and such Lender will be deemed to be a Defaulting Lender (subject to the last sentence of this definition) upon notification of such determination by the Agent to the Borrower and the Lenders. In the event that the Agent and the Borrower each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then such Lender shall cease to be a Defaulting Lender; provided, however, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

"Designated Non-Cash Consideration" means the fair market value (as determined by the Borrower in good faith) of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition made pursuant to Section 6.11(h) that is designated as "Designated Non-Cash Consideration" hereunder pursuant to a certificate of a Financial Officer of the Borrower, setting forth the basis of such valuation (which amount will be deemed to be no longer outstanding as Designated Non-Cash Consideration for purposes of Section 6.11(h) in an amount equal to the fair market value of the portion of such non-cash consideration converted by the Borrower or any Restricted Subsidiary to cash or Cash Equivalents within 90 days following the consummation of the applicable Disposition).

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction, any issuance of Equity Interests (other than directors' qualifying shares or other shares required by applicable law) by a Subsidiary of such Person, any of the foregoing to a Divided LLC pursuant to an LLC Division and any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith).

"Disqualified Equity Interest" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Equity Interests that are not Disqualified Equity Interests and cash in lieu of fractional shares), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other accrued and payable Obligations), (b) is redeemable at the option of the holder thereof (other than solely for Equity Interests that are not Disqualified Equity Interests and cash in lieu of fractional shares or as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to the prior repayment in full