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CREDIT AGREEMENT, dated as of May 28, 2021 (this “**Agreement**”), among MAXIMUS, INC., a Virginia corporation (the “**Borrower**”), the banks and other financial institutions or lending entities from time to time party hereto (each a “**Lender**” and collectively the “**Lenders**”), JPMORGAN CHASE BANK, N.A., as Administrative Agent, Collateral Agent and an Issuing Lender, JPMORGAN CHASE BANK, N.A., BOFA SECURITIES, INC., TRUIST SECURITIES INC. and WELLS FARGO SECURITIES, LLC, as joint lead arrangers and joint bookrunners.

The parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 **Defined Terms.** As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“**ABR**”: means for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day *plus* 0.50% and (c) the Adjusted LIBO Rate for a one-month interest period beginning on such day (or if such day is not a Business Day, on the immediately preceding Business Day) *plus* 1%; *provided* that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the LIBO Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If ABR is being used as an alternate rate of interest pursuant to Section 2.17 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.17(b)), then ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt (i) with respect to the Tranche A Term Facility and Revolving Facility, if such rate shall be less than 1.00%, such rate shall be deemed to be 1.00% and (ii) with respect to the Tranche B Term Facility, if such rate shall be less than 1.50%, such rate shall be deemed to be 1.50%. Any change in the ABR due to a change in the Adjusted LIBO Rate, the Prime Rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change in the Adjusted LIBO Rate, the Prime Rate or the Federal Funds Effective Rate, respectively.

“**ABR Loans**” means Loans the rate of interest applicable to which is based upon the ABR.

“**Accounting Changes**” has the meaning set forth in Section 10.16.

“**Acquisition**” has the meaning set forth in the definition of “Permitted Acquisition.”

“**Additional Obligations**” means senior or subordinated Indebtedness (which Indebtedness may be (a) secured by all or any portion of the Collateral on a junior basis, (b) unsecured or (c) in the case of customary bridge financings or debt securities, secured by all or any portion of the Collateral on a *pari passu* basis), including customary bridge financings, in each case issued or incurred by the Borrower or a Guarantor, the terms of which do not provide for a maturity date or weighted average life to maturity earlier than the Latest Maturity Date or shorter than the weighted average life to maturity of the Latest Maturing Tranche A Term Loans (other than an earlier maturity date and/or shorter weighted average life to maturity for customary bridge financings, which, subject to customary conditions, would either be automatically converted into or required to be exchanged for permanent financing which does not provide for an earlier maturity date or a shorter weighted average life to maturity than the Latest Maturity Date or the weighted average life to maturity of the Latest Maturing Tranche A Term Loans, as applicable); *provided* that (i) such Indebtedness shall not be secured by any Lien on any asset of any Loan Party that does not also secure the Obligations, or be guaranteed by any Person other than the Guarantors, and (ii) if secured by Collateral,

such Indebtedness (and all related Obligations) shall be subject to the terms of an Intercreditor Agreement or an Other Intercreditor Agreement.

“Adjusted AUD Rate” means, with respect to any Term Benchmark Borrowing denominated in Australian Dollars for any Interest Period, an interest rate per annum equal to (a) the AUD Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Adjusted CDOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Canadian Dollars for any Interest Period, an interest rate per annum equal to (a) the CDOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Adjusted EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to (a) the EURIBOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Adjusted LIBO Rate” means, with respect to any Term Benchmark Borrowing denominated in US Dollars for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Adjusted TIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Yen for any Interest Period, an interest rate per annum equal to (a) the TIBOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Administrative Agent” means JPMorgan Chase Bank, N.A., as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors and permitted assigns in such capacity in accordance with Section 9.5.

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

“Affiliate” means as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, **“control”** of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise.

“Agents” means the collective reference to the Collateral Agent and the Administrative Agent, and solely for purposes of Sections 10.13 and 10.14, the Co-Syndication Agents, Co-Documentation Agents, Lead Arrangers and Joint Bookrunners.

“Aggregate Exposure” means with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender’s Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender’s Term Loans and unused Commitments in respect thereof, if any, then in effect and (ii) the aggregate amount of such Lender’s Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Dollar Equivalent of such Lender’s Revolving Extensions of Credit then outstanding.

“Aggregate Exposure Percentage” means with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the total Aggregate Exposures of all Lenders at such time.

“Agreed Purposes” has the meaning set forth in Section 10.14.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Alternative Currency**” means in the case of a Revolving Loan or Letter of Credit, each of Euro, Sterling, Yen, Canadian Dollars, Australian Dollars and each other currency (other than US Dollars) that is approved in accordance with Section 1.4.

“**Alternative Currency Equivalent**” means, at any time, with respect to any amount denominated in US Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable Issuing Lender, as the case may be, at such time using the rate of exchange for the purchase of such Alternative Currency with US Dollars last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of such Alternative Currency with US Dollars, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in US Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion).

“**Alternative Currency Sublimit**” means an amount equal to \$100,000,000. The Alternative Currency Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

“**Annual Operating Budget**” has the meaning set forth in Section 6.2(c).

“**Applicable Amortization Percentage**” means the applicable rate per annum determined pursuant to the table set forth below:

Fiscal Quarter Ending	Amortization Percentage for Initial Tranche A Term Loans
September 30, 2021 through June 30, 2023	1.25%
September 30, 2023 through June 30, 2025	1.875%
September 30, 2025 through March, 2026	2.50%

“**Applicable Asset Sale Prepayment Percentage**” means the applicable percentage determined pursuant to the table set forth below:

Consolidated Net Senior Secured Leverage Ratio	Asset Sale Prepayment Percentage
> 3.50:1.00	100%
≤ 3.50:1.00 but > 3.00:1.00	50%
≤ 3.00:1.00	0%

“**Applicable Commitment Fee Rate**” and “**Applicable Margin**” mean for any day, with respect to (a) the Applicable Margin for Revolving Loans and Initial Tranche A Term Loans, initially, 1.75% for Term Benchmark Loans, 0.75% for ABR Loans or Canadian Prime Rate Loans and 1.7826% for SONIA

Loans and, from and after the date on which the financial statements for the first full fiscal quarter occurring after the Closing Date are delivered to the Lenders pursuant to Section 6.1, the applicable rate per annum determined pursuant to the table set forth below, (b) the Applicable Margin for Initial Tranche B Term Loans, 2.00% for Term Benchmark Loans and 1.00% for ABR Loans and (c) the Applicable Commitment Fee Rate, initially, 0.275% and, from and after the date on which the financial statements for the first full fiscal quarter occurring after the Closing Date are delivered to the Lenders pursuant to Section 6.1, the applicable rate per annum determined pursuant to the table set forth below:

Consolidated Net Total Leverage Ratio	Term Benchmark Loans	ABR Loans or Canadian Prime Rate Loans	SONIA Loans	CBR Loans	Applicable Commitment Fee Rate
$\geq 3.00:1.00$	2.00%	1.00%	2.0326%	2.00%	0.30%
$< 3.00:1.00$ but $\geq 2.50:1.00$	1.75%	0.75%	1.7826%	1.75%	0.275%
$< 2.50:1.00$ but $\geq 2.00:1.00$	1.50%	0.50%	1.5326%	1.50%	0.225%
$< 2.00:1.00$ but $\geq 1.50:1.00$	1.375%	0.375%	1.4076%	1.375%	0.20%
$< 1.50:1.00$ but $\geq 1.00:1.00$	1.25%	0.25%	1.2826%	1.25%	0.175%
$< 1.00:1.00$	1.00%	0.00%	1.0326%	1.00%	0.125%

(a) Changes in the Applicable Margin or the Applicable Commitment Fee Rate resulting from changes in the Consolidated Net Total Leverage Ratio shall become effective on the date that is three Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, at the option of (and upon the delivery of notice (telephonic or otherwise) by) the Administrative Agent or the Required Lenders, until such financial statements are delivered, the Consolidated Net Total Leverage Ratio as at the end of the fiscal period that would have been covered thereby shall for the purposes of this definition be deemed to be greater than 3.00 to 1.00. In addition, at all times while an Event of Default set forth in Section 8.1(a) or 8.1(f) shall have occurred and be continuing, the Consolidated Net Total Leverage Ratio shall for the purposes of the Pricing Grid be deemed to be greater than 3.00 to 1.00.

“Applicable Parties” has the meaning set forth in Section 9.3(c).

“Applicable Period” has the meaning set forth in Section 10.19.

“Applicable Time” means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the applicable Issuing Lender, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of such borrowing or payment.

“Application” means an application, in such form as the relevant Issuing Lender may specify from time to time, requesting such Issuing Lender to open a Letter of Credit.

“Approved Electronic Platform” has the meaning set forth in Section 9.3(a).

“Approved Fund” has the meaning set forth in Section 10.6(b).

“Asset Sale” means any Disposition of Property or series of related Dispositions of Property by the Borrower or any of its Restricted Subsidiaries not in the ordinary course of business (a) under Sections 7.5(e), 7.5(p) or 7.5(u) or (b) not otherwise permitted under Section 7.5, in each case, which yields Net Cash Proceeds (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at Fair Market Value in the case of other non-cash proceeds) in excess of \$15,000,000.

“Assignee” has the meaning set forth in Section 10.6(b).

“Assignment and Assumption” means an Assignment and Assumption, substantially in the form of Exhibit J.

“AUD Interpolated Rate” means, at any time, the rate per annum determined by the Administrative Agent to be equal to the rate that results from interpolating on a linear basis between: (a) the AUD Screen Rate for the longest period for which that AUD Screen Rate is available that is shorter than the Impacted AUD Interest Period and (b) the AUD Screen Rate for the shortest period for which that AUD Screen Rate is available that exceeds the Impacted AUD Interest Period, in each case, at such time. If at any time the AUD Interpolated Rate is less than zero, the AUD Interpolated Rate shall be deemed to be zero for purposes of this Agreement.

“AUD Rate” means, with respect to any Term Benchmark Borrowing denominated in Australian Dollars and for any Interest Period, the AUD Screen Rate at approximately 11:00 A.M., Sydney, Australia time, two Business Days prior to the beginning of such Interest Period; *provided*, that, if the AUD Screen Rate shall not be available at such time for such Interest Period (an **“Impacted AUD Interest Period”**), then the AUD Rate shall be the AUD Interpolated Rate.

“AUD Screen Rate” means with respect to any Interest Period, the average bid reference rate administered by ASX Benchmarks Pty Limited (ACN 616 075 417) (or any other Person that takes over the administration of such rate) for Australian Dollar bills of exchange with a tenor equal in length to such Interest Period as displayed on page BBSY of the Reuters screen (or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion) at or about 11:00 a.m. (Sydney, Australia time) on the first day of such Interest Period. If the AUD Screen Rate shall be less than zero, the AUD Screen Rate shall be deemed to be zero for purposes of this Agreement.

“Australian Dollar” or **“Aus \$”** means the lawful currency of Australia.

“Available Amount” means as at any date, the sum, without duplication:

- (a) the greater of (i) \$158,000,000; and (ii) 25% of Consolidated EBITDA for the most recently ended Test Period, calculated on a *pro forma* basis; plus
- (b) Retained Excess Cash Flow;
- (c) the Net Cash Proceeds received after the Closing Date and on or prior to such date from any Equity Issuance by, or capital contribution to, the Borrower (which is not Disqualified Capital Stock);
- (d) the aggregate amount of proceeds received after the Closing Date and on or prior to such date that (i) constitute Net Cash Proceeds of any Asset Sale or Recovery Event not required to be applied to

prepay the Term Loans pursuant to Section 2.12(b) as a result of an Applicable Asset Sale Prepayment Percentage of less than 100% as of the date of such prepayment and (ii) constitute Declined Proceeds;

(e) the aggregate principal amount of any Indebtedness of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness issued to a Restricted Subsidiary) and which has been extinguished after being converted into or exchanged for Capital Stock in the Borrower;

(f) the amount received by the Borrower or any Restricted Subsidiary in cash (and the Fair Market Value of Property other than cash received by the Borrower or any Restricted Subsidiary) after the Closing Date from any dividend or other distribution by an Unrestricted Subsidiary;

(g) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Restricted Subsidiary, the Fair Market Value of the Investments of the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable);

(h) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in cash and Cash Equivalents by the Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 7.7(f)(ii)(B), Section 7.7(h)(B) or Section 7.7(v)(ii); and

(i) the aggregate amount actually received in cash or Cash Equivalents by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, to the extent of the Investment in such joint venture or Unrestricted Subsidiary; *minus*, the sum of:

(a) the amount of Restricted Payments made after the Closing Date pursuant to Section 7.6(a)(i); and

(b) the amount of any Investments made after the Closing Date pursuant to Section 7.7(f)(ii)(B), Section 7.7(h)(B) or Section 7.7(v)(ii).

“Available Revolving Commitment” means as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect (including any New Loan Commitments which are Revolving Commitments) *over* (b) such Lender’s Revolving Extensions of Credit then outstanding.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for US Dollars or any Alternative Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period or any term rate or otherwise, for determining any frequency or making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (f) of Section 2.17.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which