

**“Term SOFR”** means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

**“Term SOFR Notice”** means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

**“Term SOFR Transition Event”** means the determination by the Administrative Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event or an Early Opt-in Election, as applicable (and for the avoidance of doubt, not in the case of an Other Benchmark Rate Election), has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.17 that is not Term SOFR.

**“TIBOR Interpolated Rate”** means, at any time, with respect to any Term Benchmark Borrowing denominated in Yen and for any Interest Period, the rate per annum (rounded to the same number of decimal places as the TIBOR Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the TIBOR Screen Rate for the longest period for which the TIBOR Screen Rate is available that is shorter than the Impacted TIBOR Rate Interest Period; and (b) the TIBOR Screen Rate for the shortest period for which the TIBOR Screen Rate is available that exceeds the Impacted TIBOR Rate Interest Period, in each case, at such time; *provided* that, if any TIBOR Interpolated Rate shall be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

**“TIBOR Rate”** means, with respect to any Term Benchmark Borrowing denominated in Yen and for any Interest Period, the TIBOR Screen Rate at approximately 11:00 a.m., Japan time, two Business Days prior to the commencement of such Interest Period; *provided* that, if the TIBOR Screen Rate shall not be available at such time for such Interest Period (an **“Impacted TIBOR Rate Interest Period”**) with respect to Yen then the TIBOR Rate shall be the TIBOR Interpolated Rate.

**“TIBOR Screen Rate”** means the Tokyo interbank offered rate administered by the Ippan Shadan Hojin JBA TIBOR Administration (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on page DTIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page or screen, 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 selected by the Administrative Agent from time to time in its reasonable discretion) as of 11:00 a.m. Japan time two Business Days prior to the commencement of such Interest Period. If the TIBOR Screen Rate shall be less than 0%, the TIBOR Screen Rate shall be deemed to be 0% for purposes of this Agreement.

**“Test Period”** means on any date of determination, the period of four consecutive fiscal quarters of the Borrower (in each case taken as one accounting period) most recently ended on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.1.

**“Tranche”** means (a) with respect to Term Loans or commitments, refers to whether such Term Loans or commitments are (1) Initial Tranche A Term Loans, (2) Initial Tranche B Term Loans, (3) New Term Loans with the same terms and conditions made on the same day, (4) Extended Term Loans (of the same Extension Series) or (5) Refinancing Term Loans with the same terms and conditions made on the same day and (b) with respect to Revolving Loans or commitments, refers to whether such Revolving Loans are (1) Initial Revolving Commitments or Initial Revolving Loans, (2) New Revolving Commitments with the same terms and conditions made on the same day or Revolving Loans in respect thereof, (3) Extended

Revolving Loans (of the same Extension Series) or (4) Refinancing Revolving Commitments with the same terms and conditions made on the same day or Revolving Loans in respect thereof.

**“Tranche A Mandatory Prepayment Date”** has the meaning set forth in Section 2.12(e).

**“Tranche A Prepayment Option Notice”** has the meaning set forth in Section 2.12(e).

**“Tranche A Term Commitment”** means with respect to any Tranche A Term Lender, the obligation of such Tranche A Term Lender to make an Initial Tranche A Term Loan to the Borrower in the principal amount set forth under the heading “Tranche A Term Commitment” opposite such Tranche A Term Lender’s name on Schedule 2.1 to this Agreement. The aggregate principal amount of the Tranche A Term Commitments as of the Closing Date is \$1,100,000,000.

**“Tranche A Term Facility”** has the meaning set forth in the definition of “Facility.”

**“Tranche A Term Lender”** means each Lender that holds a Tranche A Term Loan.

**“Tranche A Term Loan”** means the Initial Tranche A Term Loans, New Term Loans designated by the Borrower as Tranche A Term Loans or Extended Term Loans in respect of either of the foregoing, as the context may require.

**“Tranche A Term Maturity Date”** means May 28, 2026.

**“Tranche B Mandatory Prepayment Date”** has the meaning set forth in Section 2.12(e).

**“Tranche B Prepayment Amount”** has the meaning set forth in Section 2.12(e).

**“Tranche B Prepayment Option Notice”** has the meaning set forth in Section 2.12(e).

**“Tranche B Term Commitment”** means as to any Tranche B Term Lender, the obligation of such Tranche B Term Lender to make an Initial Tranche B Term Loan to the Borrower in the principal amount set forth under the heading “Tranche B Term Commitment” opposite such Tranche B Term Lender’s name on Schedule 2.1 to this Agreement. The aggregate principal amount of the Tranche B Term Commitments as of the Closing Date is \$400,000,000.

**“Tranche B Term Facility”** has the meaning set forth in the definition of “Facility.”

**“Tranche B Term Lender”** means each Lender that holds a Tranche B Term Loan.

**“Tranche B Term Loan”** means the Initial Tranche B Term Loans, New Term Loans (other than New Term Loans designated by the Borrower as Tranche A Term Loans) or Extended Term Loans in respect of either of the foregoing, as the context may require.

**“Tranche B Term Maturity Date”** means May 28, 2028.

**“Transactions”** means (a) the transactions to occur pursuant to this Agreement and the other Loan Documents, including the making of the Revolving Commitments and the borrowing of the Initial Term Loans, (b) the transactions to occur pursuant to the Closing Date Acquisition Documents, including the Closing Date Acquisition and (c) the Refinancing.

**“Transferee”** means any Assignee or Participant.

**“Transformative Acquisition”** means any acquisition by the Borrower or any of its Subsidiaries of an unrelated third party that is either (a) not permitted by the terms hereof or (b) if permitted by the terms hereof immediately prior to the consummation of such acquisition, would not provide the Borrower and its Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation (as determined by the Borrower in good faith).

**“Trigger Date”** has the meaning set forth in Section 2.12(b).

**“Type”** when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Adjusted EURIBOR Rate, the Adjusted TIBOR Rate, the Adjusted CDOR Rate, the Adjusted AUD Rate, the Alternate Base Rate or Daily Simple SONIA.

**“UK Financial Institution”** means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

**“UK Resolution Authority”** means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

**“Unadjusted Benchmark Replacement”** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

**“United States”** means the United States of America.

**“Unpaid Sum”** means any sum due and payable but unpaid by a Loan Party under the Loan Documents.

**“Unrestricted Cash”** means as at any date of determination, the aggregate amount of cash and Cash Equivalents included in the cash accounts that would be listed on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries as at such date, to the extent such cash and Cash Equivalents are not (a) subject to a Lien securing any Indebtedness or other obligations, other than (i) the Obligations or (ii) any such other Indebtedness that is subject to the Intercreditor Agreement or any Other Intercreditor Agreement or (b) classified as “restricted” (unless so classified solely because of any provision under the Loan Documents or any other agreement or instrument governing other Indebtedness that is subject to the Intercreditor Agreement or any Other Intercreditor Agreement governing the application thereof or because they are subject to a Lien securing the Obligations or other Indebtedness that is subject to the Intercreditor Agreement or any Other Intercreditor Agreement).

**“Unrestricted Subsidiary”** means (a) any Subsidiary of the Borrower designated as such and listed on Schedule 4.14 on the Closing Date and (b) any Subsidiary of the Borrower that is designated by a resolution of the Board of Directors of the Borrower as an Unrestricted Subsidiary, but only to the extent that, in the case of each of clauses (a) and (b), such Subsidiary (i) is not party to any agreement, contract, arrangement or understanding with the Borrower or any Restricted Subsidiary unless (A) the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Borrower or (B) the Borrower or any Restricted Subsidiary would be permitted to enter into such agreement, contract, arrangement or understanding with an Unrestricted Subsidiary pursuant to Section 7.9

and (ii) is a Person with respect to which neither the Borrower nor any of the Restricted Subsidiaries has any direct or indirect obligation (A) to subscribe for additional Capital Stock or warrants, options or other rights to acquire Capital Stock or (B) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results, unless, in each case, the Borrower or any Restricted Subsidiary would be permitted to incur any such obligation with respect to an Unrestricted Subsidiary pursuant to Section 7.7. Subject to the foregoing, the Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary or any Restricted Subsidiary to be an Unrestricted Subsidiary; *provided* that (a) such designation shall only be permitted if no Event of Default (or, in the case of a designation that is necessary or advisable (as determined by the Borrower in good faith) for the consummation of a Limited Condition Acquisition, no Event of Default exists as of the date the definitive acquisition agreements for such Limited Condition Acquisition are entered into (or, if applicable, the date of delivery of an irrevocable notice for or declaration of such Limited Condition Acquisition)) would be in existence following such designation and after giving effect to such designation the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1 as of the end of the most recently ended Test Period for which financial statements have been delivered pursuant to Section 6.1, (b) the Borrower shall not be permitted to designate a Restricted Subsidiary that owns Intellectual Property as an Unrestricted Subsidiary if such Intellectual Property is material to the business of the Borrower and its Restricted Subsidiaries taken as a whole, (c) any designation of an Unrestricted Subsidiary as a Restricted Subsidiary shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and (d) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be an Investment in an Unrestricted Subsidiary and shall reduce amounts available for Investments in Unrestricted Subsidiaries permitted by Section 7.7 in an amount equal to the Fair Market Value of the Subsidiary so designated.

**"US Dollars"** and **"\$"** means the lawful currency of the United States.

**"US Lender"** has the meaning set forth in Section 2.20(e).

**"U.S. Special Resolution Regimes"** has the meaning set forth in Section 10.24.

**"USA Patriot Act"** has the meaning set forth in Section 10.18.

**"Write-Down and Conversion Powers"** means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

**"Yen"** and **"¥"** mean the lawful currency of Japan.

**"Yield"** means on any date on which the "Yield" is required to be calculated hereunder will be the internal rate of return on the Initial Tranche B Term Loans or any new syndicated loans, as applicable, determined by the Administrative Agent in consultation with the Borrower utilizing (a) the greater of (i) if applicable, any "LIBOR floor" applicable to the Initial Tranche B Term Loans or any new syndicated loans, as applicable, on such date and (ii) the price of a LIBOR swap-equivalent maturing on the earlier of (A) the

date that is four years following such date and (B) the final maturity date of the Initial Tranche B Term Loans or any new syndicated loans, as applicable; (b) the Applicable Margin for the Initial Tranche B Term Loans or any new syndicated loans, as applicable, on such date; and (c) the issue price of the Initial Tranche B Term Loans or any new syndicated loans, as applicable (after giving effect to any original issue discount or upfront fees paid to the market (but excluding commitment, arrangement, structuring or other fees in respect of the Initial Tranche B Term Loans or any new syndicated loans, as applicable, that are not generally shared with the relevant Lenders) in respect of the Initial Tranche B Term Loans or any new syndicated loans, as applicable, calculated based on an assumed four year average life to maturity).

## 1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(c) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Annex, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term “license” shall include sub-license. The term “documents” includes any and all documents whether in physical or electronic form.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(f) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value”, as defined therein, and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

1.3 Pro Forma Calculations. (i) Any calculation to be determined on a “*pro forma*” basis, after giving “*pro forma*” effect to certain transactions or pursuant to words of similar import and (ii) the Consolidated Net Senior Secured Leverage Ratio, the Consolidated Net Total Leverage Ratio and the Consolidated Net Interest Coverage Ratio, in each case, shall be calculated as follows:

(a) for purposes of making the computation referred to above, in the event that the Borrower or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness subsequent to the commencement of the period for which such ratio is being calculated but on or prior to or substantially concurrently with the event for which the calculation is made (a “**Calculation Date**”), then except as otherwise set forth in clauses (c) and (d) below, such calculation shall be made giving *pro forma* effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness as if the same had occurred at the beginning of the applicable Test Period; *provided* that for purposes of making the computation of Consolidated Net Senior Secured Leverage or Consolidated Net Total Leverage for the computation of Consolidated Net Senior Secured Leverage Ratio or Consolidated Net Total Leverage Ratio, as applicable, Consolidated Net Senior Secured Leverage or Consolidated Net Total Leverage, as applicable, shall be Consolidated Net Senior Secured Leverage or Consolidated Net Total Leverage as of the date the relevant action is being taken giving *pro forma* effect to any redemption, retirement or extinguishment of Indebtedness in connection with such event;

(b) for purposes of making the computation referred to above, if any Investments, Dispositions or designations of Unrestricted Subsidiaries or Restricted Subsidiaries are made (or committed to be made pursuant to a definitive agreement) subsequent to the commencement of the period for which such calculation is being made but on or prior to or simultaneously with the relevant Calculation Date, then such calculation shall be made giving *pro forma* effect to such Investments, Dispositions and designations as if the same had occurred at the beginning of the applicable Test Period in a manner consistent, where applicable, with the *pro forma* adjustments set forth in clause (j) of and the last proviso of the first sentence of the definition of “Consolidated EBITDA.” If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment or Disposition that would have required adjustment pursuant to this provision, then such calculation shall be made giving *pro forma* effect thereto for such Test Period as if such Investment or Disposition had occurred at the beginning of the applicable Test Period;

(c) [reserved];

(d) for purposes of calculating the amount of Liens permitted to be incurred pursuant to either (i) (solely with respect to Indebtedness incurred pursuant to Section 2.25(a) in reliance on the definition of “Maximum Incremental Facilities Amount”) Section 7.3(h) or (ii) (solely with respect to Indebtedness incurred pursuant to Section 7.2(p) in reliance on the definition of “Maximum Incremental Facilities Amount”) Section 7.3(g)), any *pro forma* calculation of the Consolidated Net Senior Secured Leverage Ratio shall not give effect to any other incurrence of Liens on the date of determination pursuant to any other clause or sub-clause of Section 7.3;

(e) for purposes of (i) determining compliance with any provision of this Agreement which requires *pro forma* compliance with the covenants set forth in Section 7.1 or *pro forma* calculation of the Consolidated Net Senior Secured Leverage Ratio, Consolidated Net Total Leverage Ratio or the Consolidated Net Interest Coverage Ratio, (ii) determining the accuracy of representation and warranties in all material respects (other than Specified Representations), (iii) determining whether a Default or an Event of Default (other than a Specified Event of Default) exists or (iv) testing baskets set forth in Section 7 of this Agreement (including baskets measured as a percentage of Consolidated EBITDA), in each case, solely for purposes of determining whether the incurrence of Indebtedness (other than the incurrence of any Loan or Letter of Credit under the Revolving Facility but including the incurrence of Loans under a Revolving Commitment Increase) or Liens, or the making of Investments, Restricted Payments, fundamental changes under Section 7.4 or the designation of an Unrestricted Subsidiary, in each case necessary or advisable (as determined by the Borrower in good faith) for the consummation of a Limited Condition Acquisition is

permitted (and, for the avoidance of doubt, not for purposes of determining quarterly compliance with the financial covenant set forth in Section 7.1), the date of determination shall, at the option of the Borrower, be the time the definitive agreements for such Limited Condition Acquisition are entered into (or, if applicable, (i) the date of delivery of an irrevocable notice or declaration of such Limited Condition Acquisition or (ii) at the time of the completion of such transaction or the making of such repurchase or repayment) after giving *pro forma* effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the applicable Test Period (in a manner consistent, where applicable, with the *pro forma* adjustments set forth in clause (j), of and the last proviso of the first sentence of the definition of “Consolidated EBITDA”), and, for the avoidance of doubt, if any of such baskets or ratios are exceeded as a result of fluctuations in such ratio or basket, including due to fluctuations in Consolidated EBITDA of the Borrower or the Person subject to such Limited Condition Acquisition, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the relevant transaction or action is permitted to be consummated or taken; *provided* that if the Borrower has made such an election, in connection with the calculation of any basket or ratio availability with respect to the incurrence of Indebtedness or Liens, or the making of Investments, Restricted Payments, Dispositions, fundamental changes under Section 7.4 or the designation of an Unrestricted Subsidiary (excluding the financial covenant set forth in Section 7.1) on or following the date of such election and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the definitive agreement for such Limited Condition Acquisition (or, if applicable, the notice or declaration of such Limited Condition Acquisition) is terminated, any such ratio or basket shall be calculated on a *pro forma* basis assuming such Limited Condition Acquisitions and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated, except to the extent that such calculation would result in a lower Consolidated Net Senior Secured Leverage Ratio or Consolidated Net Total Leverage Ratio or a higher Consolidated Net Interest Coverage Ratio or larger basket, as applicable, than would apply if such calculation was made without giving *pro forma* effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof); *provided* that notwithstanding the foregoing, when calculating the Consolidated Net Total Leverage Ratio or the Consolidated Net Interest Coverage Ratio, as applicable, for purposes of (i) determining the Applicable Margin, (ii) determining the Applicable Commitment Fee Rate and (iii) determining actual compliance (and not *pro forma* compliance or compliance on a *pro forma* basis) with the covenants pursuant to Section 7.1, any *pro forma* event of the type set forth in clauses (a) or (b) of this Section 1.3 that occurred subsequent to the end of the applicable Test Period shall not be given *pro forma* effect; and

(f) if the Borrower or any Restricted Subsidiary incurs Indebtedness under a ratio-based basket or exception, such ratio-based basket or exception (together with any other ratio-based basket or exception utilized in connection therewith, including in respect of other Indebtedness, Liens, asset sales, Investments, Restricted Payments or prepayments of subordinated Indebtedness) will be calculated excluding the cash proceeds of such Indebtedness for netting purposes (i.e., such cash proceeds shall not reduce the Borrower’s Consolidated Net Senior Secured Leverage Ratio or Consolidated Net Total Leverage Ratio pursuant to clause (b) of the definition of each such term), *provided* that the actual application of such proceeds may reduce Indebtedness for purposes of determining compliance with any applicable ratio.

1.4 Additional Alternative Currencies. (a) The Borrower may from time to time request that Term Benchmark Loans be made under the Revolving Facility and/or Letters of Credit be issued in a currency other than those specifically listed in the definition of “Alternative Currency;” *provided* that such requested currency is a lawful currency (other than US Dollars) that is readily available and freely

transferable and convertible into Dollars. In the case of any such request with respect to the making of Term Benchmark Loans under the Revolving Facility, such request shall be subject to the consent of the Administrative Agent and the Revolving Lenders; which consent shall not be unreasonably withheld, conditioned or delayed but shall be subject to each Revolving Lender's then-existing capability to offer such currency generally to its corporate borrowers, and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the consent of the Administrative Agent, the Issuing Lender and the Revolving Lenders.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., fourteen Business Days prior to the date of the desired borrowing of Revolving Loans or issuance of a Letter of Credit (as described in the foregoing clause (a)) (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the Issuing Lender, in its or their sole discretion). In the case of any such request pertaining to such Term Benchmark Loans, the Administrative Agent shall promptly notify each Revolving Lender thereof; and in the case of any such request pertaining to such Letters of Credit, the Administrative Agent shall promptly notify the Issuing Lender thereof. Each Revolving Lender (in the case of any such request pertaining to Term Benchmark Loans) or the Issuing Lender (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten Business Days after receipt of such request whether it consents to the making of Term Benchmark Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Revolving Lender or an Issuing Lender, as the case may be, to respond to such request within the time period specified in the last sentence of Section 1.4(b) shall be deemed to be a refusal by such Revolving Lender or the Issuing Lender, as the case may be, to permit Term Benchmark Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the Revolving Lenders consent to making Term Benchmark Loans in such requested currency, the Administrative Agent shall promptly so notify the Borrower and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any borrowings of Term Benchmark Loans; and if the Administrative Agent and the Issuing Lender consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall promptly so notify the Borrower and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Letter of Credit issuances by the Issuing Lender. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.4, the Administrative Agent shall promptly so notify the Borrower. Any specified currency of an Existing Letter of Credit that is neither US Dollars nor one of the Alternative Currencies specifically listed in the definition of "Alternative Currency" shall be deemed an Alternative Currency with respect to such Existing Letter of Credit only.

**1.5 Exchange Rates; Currency Equivalents.** (a) The Administrative Agent, the Swing Line Lender or the Issuing Lender, as applicable, shall determine the Dollar Equivalent amounts of Borrowings or Letter of Credit extensions denominated in Alternative Currencies. Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such amounts until the next Revaluation Date to occur. Except for purposes of financial statements delivered by the Borrower hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any Alternative Currency for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative , the Swing Line Lender or the Issuing Lender, as applicable.

(b) Wherever in this Agreement in connection with a borrowing of Revolving Loans, conversion, continuation or prepayment of a Term Benchmark Loan or a SONIA Loan or the issuance,



amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in US Dollars, but such Revolving Loan, Term Benchmark Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such US Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the relevant Issuing Lender, as the case may be.

1.6 Accounting Terms and Determination. Unless otherwise defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent with the most recent audited consolidated financial statement of the Borrower delivered pursuant to Section 6.1(a); *provided* that if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any covenant in Section 7 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Section 7 for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders. All calculations of (a) the Consolidated Net Senior Secured Leverage or the Consolidated Net Total Leverage Ratio, (b) the Consolidated Net Interest Coverage Ratio, (c) Consolidated EBITDA, (d) Consolidated Net Interest Expense and (e) each financial calculation included within or required to be made in connection with any such terms shall be made on a *pro forma* basis. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

1.7 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of the Application or any other document, agreement or instrument entered into by the applicable Issuing Lender and the Borrower with respect thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

1.8 Interest Rates; LIBOR Notification. The interest rate on a Loan denominated in US Dollars or an Alternative Currency may be derived from an interest rate benchmark that is, or may in the future become, the subject of regulatory reform. Regulators have signaled the need to use alternative benchmark reference rates for some of these interest rate benchmarks and, as a result, such interest rate benchmarks may cease to comply with applicable laws and regulations, may be permanently discontinued, and/or the basis on which they are calculated may change. The London interbank offered rate ("**LIBOR**") is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. On March 5, 2021, the U.K. Financial Conduct Authority ("**FCA**") publicly announced that: (a) immediately after December 31, 2021, publication of all seven euro LIBOR settings, all seven Swiss Franc LIBOR settings, the spot next, 1-week, 2-month and 12-month Japanese Yen LIBOR settings, the overnight, 1-week, 2-month and 12-month British Pound Sterling LIBOR settings, and the 1-week and 2-month U.S. Dollar LIBOR settings will permanently cease; immediately after June 30, 2023, publication of the overnight and 12-month U.S. Dollar LIBOR settings will permanently cease; immediately after December 31, 2021, the 1-month, 3-month and 6-month Japanese Yen LIBOR settings and the 1-

month, 3-month and 6-month British Pound Sterling LIBOR settings will cease to be provided or, subject to consultation by the FCA, be provided on a changed methodology (or “synthetic”) basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored; and immediately after June 30, 2023, the 1-month, 3-month and 6-month U.S. Dollar LIBOR settings will cease to be provided or, subject to the FCA’s consideration of the case, be provided on a synthetic basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored. There is no assurance that dates announced by the FCA will not change or that the administrator of LIBOR and/or regulators will not take further action that could impact the availability, composition, or characteristics of LIBOR or the currencies and/or tenors for which LIBOR is published. Each party to this agreement should consult its own advisors to stay informed of any such developments. Public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. Upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event, an Early Opt-in Election or an Other Benchmark Rate Election, Section 2.17(b) and (c) provide a mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.17(e), of any change to the reference rate upon which the interest rate on Term Benchmark Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to Daily Simple SONIA, LIBOR or other rates in the definition of “LIBO Rate” (or “EURIBOR Rate”, “TIBOR Rate”, “CDOR Rate” or “AUD Rate” as applicable) or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.17(b) or (c), whether upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event, an Early Opt-in Election or an Other Benchmark Rate Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.17(d)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, Daily Simple SONIA, the LIBO Rate (or the EURIBOR Rate, the TIBOR Rate, CDOR Rate or AUD Rate as applicable) or have the same volume or liquidity as did the London interbank offered rate (or the euro interbank offered rate or the Tokyo interbank offered rate, as applicable) prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any Daily Simple SONIA, any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any SONIA, Daily Simple SONIA or any Term Benchmark Rate, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.9 Application of Multiple Relevant Provisions. With respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of the Loan Documents under a specific covenant that does not require compliance with a financial ratio or test (including a test based on the Consolidated Net Senior Secured Leverage Ratio and/or the Consolidated Net Total Leverage Ratio) (any such amounts, the “**Fixed Amounts**”) substantially concurrently with or otherwise in the same transaction or series of related transactions with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of the Loan Documents under the same covenant that requires compliance with a financial ratio or test (including the Consolidated Net Senior Secured Leverage Ratio