



(g) all obligations of such Person in respect of Disqualified Equity Interests if and to the extent that the foregoing would constitute indebtedness or a liability in accordance with GAAP; and

(h) to the extent not otherwise included above, all Guarantees of such Person in respect of Indebtedness described in clauses (a) through (g) in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Net Debt, (B) in the case of Holdings and its Restricted Subsidiaries, exclude all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business (other than, with respect to Indebtedness of Holdings and its Restricted Subsidiaries, intercompany Indebtedness owing by Holdings or any Restricted Subsidiary to any Unrestricted Subsidiary) and (C) exclude (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation, deferred purchase price obligation, seller note, contingent post-closing purchase price adjustments or indemnification payments in connection with any Permitted Acquisition or permitted Investment, any acquisition consummated prior to the Closing Date or any permitted Disposition, unless such obligation is not paid within five Business Days after becoming due and payable, (iii) accruals for payroll and other liabilities accrued in the ordinary course of business, (iv) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller and (v) Non-Financing Lease Obligations. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

**"Indemnified Liabilities"** has the meaning set forth in Section 10.05.

**"Indemnified Taxes"** means, with respect to any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of a Loan Party hereunder or under any other Loan Document, all Taxes imposed on or with respect to payments under the Loan Documents other than (i) any Taxes imposed on or measured by its net income, however denominated, franchise (and similar) Taxes imposed in lieu of net income Taxes, and branch profits (or similar) Taxes, in each case imposed by a jurisdiction as a result of such recipient being organized in or having its principal office or applicable lending office in such jurisdiction, or as a result of any present or former connection between such Lender or Agent and such jurisdiction other than any connections arising solely from executing, delivering, being a party to, performing its obligations under, receiving payments under, receiving or perfecting a security interest under, or enforcing, any Loan Document, or selling or assigning an interest in any Loan or Loan Document (ii) any Taxes attributable to the failure of such Agent or Lender to deliver the documentation required to be delivered pursuant to Section 3.01(d), (iii) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 3.07(a)), any U.S. withholding Tax that is in effect and would apply to amounts payable hereunder under the law applicable at such time the Lender becomes a party to this Agreement or acquires an

applicable interest in the Loan, or designates a new Lending Office, except to the extent such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower or any Guarantor with respect to such withholding Tax pursuant to Section 3.01, and (iv) any U.S. federal withholding Taxes imposed under FATCA.

**“Indemnitees”** has the meaning set forth in Section 10.05.

**“Independent Financial Advisor”** means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

**“Information”** has the meaning set forth in Section 10.08.

**“Initial Term Commitment”** means, as to each Term Lender, its obligation to make an Initial Term Loan to the Borrower pursuant to Section 2.01(a) in an aggregate amount not to exceed the amount set forth opposite such Lender’s name on Schedule 1.01A under the caption “Initial Term Commitment” or in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including Section 2.14). The aggregate amount of the Initial Term Commitments is, as of the Closing Date, \$350,000,000.

**“Initial Term Loans”** means the term loans made by the Lenders on the Closing Date to the Borrower pursuant to Section 2.01(a).

**“Inside Maturity Debt”** means, with respect to any Incremental Term Loans, Incremental Equivalent Debt, Credit Agreement Refinancing Indebtedness, Permitted Refinancing, Indebtedness permitted pursuant to Section 7.03(g)(ii) or Indebtedness permitted pursuant to Section 7.03(v), an amount of such Indebtedness having an aggregate principal amount outstanding at any time not exceeding the greater of \$76 million and 50% of Consolidated EBITDA as of the last day of the most recently ended Test Period.

**“Intellectual Property Security Agreement”** has the meaning set forth in the Security Agreement.

**“Intercompany Note”** means a promissory note substantially in the form of Exhibit G.

**“Intercreditor Agreement”** shall mean any intercreditor agreement executed in connection with any transaction requiring such agreement to be executed pursuant to the terms hereof, among the Administrative Agent, the Borrower, the Guarantors and one or more Senior Representatives of Indebtedness incurred under Section 2.14 or Section 7.03 or any other party, as the case may be, on such terms that are reasonably satisfactory to the Administrative Agent and the Borrower, as amended, restated, supplemented or otherwise modified (or replaced in connection with a Refinancing Amendment or incurrence of Indebtedness under Section 7.03) from time to time with the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed).

**“Interest Coverage Ratio”** means, with respect to any Test Period, the ratio of (a) Consolidated EBITDA as of the last day of such Test Period to (b) Consolidated Interest Expense as of the last day of such Test Period.

**“Interest Payment Date”** means, (a) as to any Eurocurrency Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; *provided* that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates, (b) as to any Base Rate Loan (including any Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made and (c) to the extent necessary to create a “fungible” Class of Term Loans, any Business Day that any additional Term Loans are incurred or part of such Class.

**“Interest Period”** means, as to each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan and ending on the date one, three or six months thereafter or, to the extent agreed by each Lender of such Eurocurrency Rate Loan, 12 months or periods shorter than one month, as selected by the Borrower in its Committed Loan Notice; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period shall extend beyond the applicable Maturity Date; and

(d) the Interest Period with respect to Eurocurrency Rate Loans disbursed on the Closing Date shall end on September 30, 2021.

**“Internally Generated Cash”** means, with respect to any Person, funds of such Person and its Subsidiaries not constituting (x) proceeds of the issuance of (or contributions in respect of) Equity Interests of such Person, (y) proceeds of the incurrence of Indebtedness by such Person or any of its Subsidiaries (other than under any revolving credit facility or line of credit) or (z) proceeds of Dispositions and Casualty Events.

**“Interpolated Rate”** means, at any time, the rate per annum 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 rate as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a 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 from time to time as selected by the Administrative Agent in its reasonable discretion; in each case the **“Screen Rate”**) for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the

Interest Period, in each case, as of approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

**“Investment”** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of Holdings, the Borrower and its Restricted Subsidiaries, intercompany loans, advances or Indebtedness (in each case owing to Holdings, the Borrower or a Restricted Subsidiary) having a term not exceeding 364 days inclusive of any roll over or extension of terms) and made in the ordinary course of business) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of (i) all or substantially all of the property and assets or business of another Person or (ii) assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

**“IP Rights”** means trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, technology, software, know-how, database rights, design rights and other intellectual property rights.

**“ISDA CDS Definitions”** has the meaning set forth in Section 10.01.

**“ISP”** means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

**“Issuer Documents”** means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable L/C Issuer and the Borrower (or any Subsidiary) or in favor of such L/C Issuer and relating to such Letter of Credit.

**“Junior Financing”** has the meaning set forth in Section 7.13(a).

**“Junior Financing Documentation”** means any documentation governing any Junior Financing.

**“L/C Advance”** means, with respect to each Revolving Credit Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share or other applicable share provided for under this Agreement.

**“L/C Borrowing”** means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Credit Borrowing.

**“L/C Credit Extension”** means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

**“L/C Issuer”** means each of (a) Barclays Bank PLC and Bank of America, N.A., (b) solely with respect to the Existing Letters of Credit issued by UBS that are outstanding on the Closing Date (the **“Existing UBS Letters of Credit”**), UBS (it being understood and agreed that, notwithstanding anything to the contrary herein, UBS shall not be not obligated to issue any new Letters of Credit, to increase the amount of any Existing UBS Letter of Credit or to extend the expiry date of any Existing UBS Letter of Credit beyond its current termination date) and (c) any other Lender that becomes an L/C Issuer in accordance with Section 2.03(k) or 10.07(j), in each case, in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

**“L/C Issuer Pro Rata Share”** means (a) initially, with respect to the L/C Issuers specifically identified in clause (a) of the definition of “L/C Issuer”, as of the Closing Date, (i) 50% with respect to Barclays Bank PLC and (ii) 50% with respect to Bank of America, N.A. (in each case, with the amounts set forth in Schedule 1.01(D)) and (b) after the addition of any other L/C Issuer as referenced in clause (c) of the definition of “L/C Issuer”, the percentage agreed to between such additional L/C Issuer and the Borrower (with the L/C Issuer Pro Rata Share of each pre-existing L/C Issuer as elected by the Borrower in consultation with each such pre-existing L/C Issuer).

**“L/C Obligations”** means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit *plus* the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.10. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

**“Latest Maturity Date”** means, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder at such time, including the latest maturity date of any Extended Revolving Credit Commitments, Refinancing Revolving Credit Commitments, Extended Term Loans, Incremental Term Loans, Refinancing Term Loans, Replacement Term Loans and Refinancing Term Commitments, in each case as extended in accordance with this Agreement from time to time.

**“Laws”** means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, legally binding guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the legally binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, legally binding requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

**“LCT Election”** has the meaning set forth in Section 1.08.

**“LCT Test Date”** has the meaning set forth in Section 1.08.

**“Lender”** has the meaning set forth in the introductory paragraph to this Agreement and, as the context requires, includes an L/C Issuer and the Swing Line Lender, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender.”

**“Lending Office”** means, as to any Lender, such office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

**“Letter of Credit”** means any standby letter of credit issued hereunder and any Existing Letter of Credit.

**“Letter of Credit Application”** means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer.

**“Letter of Credit Expiration Date”** means the day that is five Business Days prior to the scheduled Maturity Date then in effect for the applicable Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

**“Letter of Credit Sublimit”** means an amount equal to the lesser of (a) \$30,000,000 and (b) the aggregate amount of the Revolving Credit Commitments. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facility.

**“Lien”** means any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, “Lien” shall not be deemed to include any license or other contractual obligation relating to any IP Rights to the extent permitted under Section 7.01.

**“Limited Condition Transaction”** means (i) any Permitted Acquisition or Investment by the Borrower or one or more of its Restricted Subsidiaries whose consummation is not conditioned upon the availability of, or on obtaining, third party financing or any asset sale, (ii) any repayment, repurchase or refinancing of Indebtedness with respect to which an irrevocable notice of repayment (or similar irrevocable notice) is required to be delivered or (iii) any dividends or distributions on, or redemptions of equity interests permitted to be issued pursuant to this Agreement requiring irrevocable notice in advance thereof.

**“Loan”** means an extension of credit under Article II by a Lender to the Borrower in the form of a Term Loan, a Revolving Credit Loan or a Swing Line Loan (including any Initial Term Loans, any Incremental Term Loans and any extensions of credit under any Revolving Commitment Increase, any Extended Term Loans and any extensions of credit under any Extended Revolving Credit Commitment, any Refinancing Term Loans and any extensions of credit under any Refinancing Revolving Credit Commitment and any Replacement Term Loans).

**“Loan Documents”** means, collectively, (i) this Agreement (including the schedules hereto), (ii) the Notes, (iii) the Collateral Documents, (iv) any Refinancing Amendment, Incremental Amendment or Extension Amendment, (v) each Letter of Credit Application and (vi) any amendment or joinder to this Agreement.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.





**“London Banking Day”** means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

**“Management Investors”** means the officers, directors, employees and other members of the management of the Borrower (or any parent company thereof, including the Public Parent) and its subsidiaries who are investors in the Borrower or any direct or indirect parent thereof (including the Public Parent).

**“Margin Stock”** shall have the meaning assigned to such term in Regulation U of the Board, or any successor thereto.

**“Market Capitalization”** shall mean an amount equal to (i) the total number of issued and outstanding shares of common Equity Interests of the Public Parent on the date of declaration of the relevant Restricted Payment multiplied by (ii) the arithmetic mean of the closing price per share of such common Equity Interests on the New York Stock Exchange (or, if the primary listing of such common Equity Interests are on another exchange, on such other exchange) for the 30 consecutive trading days immediately preceding the date of declaration of such dividend.

**“Master Agreement”** shall have the meaning set forth in the definition of “Swap Contract.”

**“Material Adverse Effect”** means a circumstance or condition that would or could reasonably be expected to materially and adversely affect (i) the business, operations or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the ability of the Borrower and the Guarantors (taken as a whole) to perform their payment obligations under the Loan Documents or (iii) the material rights and remedies, taken as a whole, of the Administrative Agent and the Lenders under the applicable Loan Documents.

**“Material Domestic Subsidiary”** means, at any date of determination, (a) each Domestic Subsidiary of the Borrower that is a direct or indirect parent of the Borrower and (b) each of the Borrower’s Domestic Subsidiaries that are Restricted Subsidiaries (i) whose total assets at the last day of the most recent Test Period were equal to or greater than 5% of Total Assets (excluding assets of Excluded Subsidiaries) at such date or (ii) whose gross revenues for such Test Period were equal to or greater than 5% of the consolidated gross revenues of the Borrower and its Restricted Subsidiaries for such period (excluding revenues of Excluded Subsidiaries), in each case determined in accordance with GAAP; *provided* that if, at any time and from time to time after the Closing Date, Domestic Subsidiaries that are Restricted Subsidiaries that are not Guarantors solely because they do not meet the thresholds set forth in clauses (a) or (b) comprise in the aggregate (together with all other Restricted Subsidiaries that are not Guarantors) more than 10% of Total Assets (excluding assets of Excluded Subsidiaries) as of the end of the most recently ended fiscal quarter of the Borrower and its Restricted Subsidiaries for which financial statements have been delivered pursuant to Section 6.01 or more than (together with all other Restricted Subsidiaries that are not Guarantors) 10% of the consolidated gross revenues of the Borrower and its Restricted Subsidiaries for such Test Period (excluding revenue of Excluded Subsidiaries), then the Borrower shall, not later than 45 days after the date by which financial statements for such quarter are required to be delivered pursuant to this Agreement (or such longer period as the Administrative Agent may agree in its reasonable discretion), (A) designate in writing to the Administrative Agent one or more of such Domestic Subsidiaries as “Material Domestic Subsidiaries” to the extent required such that the foregoing condition ceases to be true

and (B) comply with the provisions of Section 6.11 applicable to such Subsidiary. As of the Closing Date, all Material Domestic Subsidiaries of the Borrower are set forth on Schedule 1.01E.

**“Material Foreign Subsidiary”** means, at any date of determination, each of the Borrower’s Foreign Subsidiaries (a) whose total assets at the last day of the most recent Test Period were equal to or greater than 5% of Total Assets (excluding assets of Excluded Subsidiaries) at such date or (b) whose gross revenues for such Test Period were equal to or greater than 5% of the consolidated gross revenues of the Borrower and its Restricted Subsidiaries for such period (excluding revenues of Excluded Subsidiaries), in each case determined in accordance with GAAP; *provided* that if, at any time and from time to time after the Closing Date, Foreign Subsidiaries not meeting the thresholds set forth in clauses (a) or (b) comprise in the aggregate (together with all other Restricted Subsidiaries that are not Guarantors) more than 10% of Total Assets (excluding assets of Excluded Subsidiaries) as of the end of the most recently ended fiscal quarter of the Borrower and its Restricted Subsidiaries for which financial statements have been delivered pursuant to Section 6.01 or more than (together with all other Restricted Subsidiaries that are not Guarantors) 10% of the consolidated gross revenues of the Borrower and its Restricted Subsidiaries for such Test Period (excluding revenues of Excluded Subsidiaries), then the Borrower shall, not later than 45 days after the date by which financial statements for such quarter are required to be delivered pursuant to this Agreement (or such longer period as the Administrative Agent may agree in its reasonable discretion), (i) designate in writing to the Administrative Agent one or more of such Foreign Subsidiaries as “Material Foreign Subsidiaries” to the extent required such that the foregoing condition ceases to be true and (ii) comply with the provisions of the definition of “Collateral and Guarantee Requirement.”

**“Material Non-Public Information”** means information which is (a) not publicly available and (b) material with respect to Holdings and its Subsidiaries or their respective securities for purposes of United States federal and state securities laws.

**“Material Real Property”** means any fee-owned real property located in the United States that is owned by any Loan Party and that has a fair market value in excess of \$10,000,000 (at the Closing Date or, with respect to fee-owned real property acquired after the Closing Date, at the time of acquisition, in each case, as reasonably estimated by the Borrower in good faith).

**“Material Subsidiary”** means any Material Domestic Subsidiary or any Material Foreign Subsidiary.

**“Maturity Date”** means (i) with respect to the Initial Term Loans, the seventh anniversary of the Closing Date, (ii) with respect to the Revolving Credit Facility, the fifth anniversary of the Closing Date, (iii) with respect to any tranche of Extended Term Loans or Extended Revolving Credit Commitments, the final maturity date as specified in the applicable Extension Amendment, (iv) with respect to any Incremental Term Loans, the final maturity date as specified in the applicable Incremental Amendment, (v) with respect to any Refinancing Term Loans or Refinancing Revolving Credit Commitments, the final maturity date as specified in the applicable Refinancing Amendment, and (vi) with respect to any Replacement Term Loans, the final maturity date as specified in the applicable agreement; *provided* that, in each case, if such day is not a Business Day, the Maturity Date shall be the Business Day immediately succeeding such day.