

value of the assets of all such underfunded Plans by an amount that could reasonably be expected to result in a Material Adverse Effect.

Section 4.18. Security Interest in Collateral. (a) The Guarantee and Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable (subject to the Enforceability Limitations) security interest in the Collateral (as defined in the Guarantee and Collateral Agreement) and subject to any applicable provisions set forth herein or in the Security and Guarantee Documents with respect to limitations or exclusions from the requirement to perfect the security interests and Liens on the collateral described therein).

(b) (1) When any Pledged Collateral (as defined in the Guarantee and Collateral Agreement), with respect to which a security interest may be perfected only by possession or control which possession or control shall be given to the Collateral Agent to the extent possession or control by Collateral is required by the Guarantee and Collateral Agreement, constituting “certificated securities” (as defined in the UCC) is delivered to the Collateral Agent, the Lien created under the Guarantee and Collateral Agreement shall constitute a perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Collateral, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.01, and (2) when the financing statements in appropriate form describing the Collateral as “all assets” or using language of similar import or otherwise containing a reasonable description of the Collateral are filed in the offices specified in Section 3 of the Perfection Certificate and such other actions as may be necessary with the appropriate Governmental Authorities (including payment of applicable filing and recording taxes) are taken by the Loan Parties, the Lien created under the Guarantee and Collateral Agreement in the Collateral that may be perfected by the filing of a financing statement in such office will constitute a perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.01.

(c) Upon the recordation of the Guarantee and Collateral Agreement (or a short-form security agreement in form and substance reasonably satisfactory to the Borrower and the Collateral Agent) with the United States Patent and Trademark Office and the United States Copyright Office, together with the financing statements in appropriate form referenced in Section 4.18(b) filed in the offices specified in Section 3 of the Perfection Certificate, the Lien created under the Guarantee and Collateral Agreement will constitute a perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in the United States registered Intellectual Property (as defined in the Guarantee and Collateral Agreement) included in the Collateral to the extent a security interest may be perfected by recording a security interest with the United States Patent and Trademark Office or United States Copyright Office, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.01 (it being understood and agreed that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on registered trademarks and issued patents, copyright, trademark and patent applications and registered copyrights acquired or filed by the Loan Parties after the date hereof).

(d) Each Mortgage (if any) is in form sufficient to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable (subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments, recognition of choice of law, enforcement of judgments or other similar laws or other laws affecting

creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law) first priority Lien on all of the applicable Loan Party's right, title and interest in and to the Mortgaged Property described therein and the proceeds thereof, and when such Mortgage is executed, delivered and filed in the offices specified in Perfection Certificate, such Mortgage shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of such Loan Party in such Mortgaged Property and the proceeds thereof, in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.01.

(e) Notwithstanding anything herein (including this Section 4.18) or in any other Loan Document to the contrary, neither the Borrower nor any other Loan Party makes any representation or warranty as to (A) the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests of any Foreign Subsidiary, or as to the rights and remedies of the Agent or any Lender with respect thereto, in each case under foreign law, (B) the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest to the extent such pledge, security interest, perfection or priority is not required pursuant to the Security and Guarantee Documents or (C) on the Closing Date and until required pursuant to Section 5.10 or 5.11, the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent not required on the Closing Date pursuant to Section 4.01 (taking into account the penultimate paragraph thereof).

Section 4.19. Labor Matters. There are no strikes, lockouts or slowdowns against the Borrower or any of the Restricted Subsidiaries pending or, to the knowledge of the Borrower, threatened, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (a) the hours worked by and payments made to employees of each of the Borrower and the Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters; and (b) all payments due from each of the Borrower and the Restricted Subsidiaries, or for which any claim may be made against the Borrower or any of the Restricted Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Borrower or such Restricted Subsidiary in accordance with GAAP (or, in the case of any Restricted Subsidiary organized in a non-U.S. jurisdiction, at its sole discretion, IFRS).

Article V

AFFIRMATIVE COVENANTS OF THE LOAN PARTIES

So long as any Loan or any other Loan Document Obligation (other than contingent indemnification and expense obligations as to which no claim or demand has been asserted), shall remain unpaid or unsatisfied, or any Lender shall have any Commitment hereunder, the Borrower will:

Section 5.01. Compliance with Laws. (a) Comply, and cause each of its Restricted Subsidiaries (or solely in the case of Anti-Corruption Laws and Sanctions, each of its subsidiaries) to comply, with all applicable laws, rules, regulations and orders, such compliance to include compliance with ERISA, Environmental Laws, Anti-Corruption Laws, applicable anti-terrorism and anti-money laundering laws and Sanctions, except to the extent such non-compliance would not be reasonably expected to have a Material Adverse Effect.

(b) Maintain, and cause each of its subsidiaries to maintain, policies and procedures reasonably designed to promote and achieve compliance with Anti-Corruption Laws, applicable anti-terrorism and anti-money laundering laws and Sanctions.

Section 5.02. Maintenance of Insurance. Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect:

(a) Maintain, and cause each of the Restricted Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts (with no greater risk retention and after giving effect to any self-insurance plans reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Restricted Subsidiaries and which plans require adequate reserves for risks that are self-insured) and covering such risks as is usually carried by companies engaged in the same or similar businesses operating in the same or similar locations.

(b) Within the time period specified on Schedule 5.11 (unless a later date is otherwise agreed to by the Agent in its sole discretion), cause all such policies covering any Collateral (excluding, for the avoidance of doubt, business interruption insurance (if any), director and officer insurance and worker's compensation insurance) to be endorsed or otherwise amended to include a customary lender's loss payable endorsement or to name the Collateral Agent as an additional insured, as applicable, in form and substance reasonably acceptable to the Administrative Agent and the Collateral Agent and to contain such other provisions as the Administrative Agent or the Collateral Agent may reasonably require from time to time to protect their interests; upon reasonable request, deliver copies of all such policies to the Collateral Agent.

(c) If at any time the area in which the improvements with respect to any Mortgaged Property are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and flood insurance is available in the community in which the property is located, obtain flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Laws and otherwise reasonably acceptable to the Collateral Agent.

Section 5.03. Preservation of Corporate Existence, Etc. Preserve and maintain, and cause each of the Restricted Subsidiaries to preserve and maintain, its legal existence and material rights (charter and statutory) and franchises; provided, however, that the Borrower and the Restricted Subsidiaries may consummate any transaction not prohibited under this Agreement; provided, further, that neither the Borrower nor any of the Restricted Subsidiaries shall be required to preserve any right or franchise if the Borrower or such Restricted Subsidiary shall determine that preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Restricted Subsidiary, as the case may be, and that the loss thereof could not reasonably be expected to result in a Material Adverse Effect.

Section 5.04. Visitation Rights. At any reasonable time and from time to time, and with reasonable prior notice (but not more than once per calendar year unless there is a continuing Event of Default), permit the Agent (on its own behalf or acting on behalf of the Lenders) to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower and any of the Restricted Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of the Restricted Subsidiaries with any of their officers or directors and with their independent certified public accountants (subject to such accountants' customary policies and procedures) all at such reasonable times during normal business hours (it being understood and agreed that, only the Agent on

behalf of the Lenders may exercise rights of the Agent and the Lenders under this Section 5.04); provided that the Borrower may, if it chooses, be present at any such discussions; provided, further, that the foregoing shall not require the Borrower or any Restricted Subsidiary to permit inspection of any properties or financial or operating records (a) to an extent that would require the Borrower or any of the Restricted Subsidiaries to reveal any of its trade secrets, research data or proprietary information, (b) in respect of which disclosure to the Agent or any Lender (or their respective representatives or contractors) is prohibited by law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.05. Keeping of Books; Maintenance of Ratings. (a) Keep, and cause each of the Restricted Subsidiaries to keep, proper books of record and account, in which entries that are full and correct in all material respects shall be made of all financial transactions and the assets and business of the Borrower and each such Restricted Subsidiary in accordance with GAAP (or, in the case of any Restricted Subsidiary organized in a non-U.S. jurisdiction, at its sole discretion, IFRS) in effect from time to time, and (b) use commercially reasonable efforts to cause the Term Facility to be continuously and publicly rated (but not any specific rating) by S&P and Moody's and use commercially reasonable efforts to maintain a public corporate rating (but not any specific rating) from S&P and a public corporate family rating (but not any specific rating) from Moody's, in each case with respect to the Borrower and the Subsidiaries on a consolidated basis.

Section 5.06. Maintenance of Properties, Etc. Maintain and preserve, and cause each of the Restricted Subsidiaries to maintain and preserve, all of its tangible properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear and, subject to casualty and condemnation Dispositions permitted pursuant to Section 6.11, casualty and condemnation excepted and except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect or as otherwise not expressly prohibited by this Agreement.

Section 5.07. Reporting Requirements. Furnish to the Agent for further distribution to the Lenders, including Public-Siders:

(a) within forty-five (45) days after the end of each of the first three quarters of each fiscal year of the Borrower, commencing with the fiscal quarter ended April 30, 2021, a Consolidated balance sheet of the Consolidated Group as of the end of such quarter and Consolidated statements of operations, comprehensive income (loss) and cash flows of the Consolidated Group for such fiscal quarter and for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, duly certified by a Financial Officer of the Borrower as having been prepared in accordance with GAAP (subject to the absence of footnotes and year-end audit adjustments), together with a customary management discussion and analysis (in form typically prepared by the Borrower) of the financial performance of the Consolidated Group, and a certificate of a Financial Officer of the Borrower in substantially the form of Exhibit F hereto certifying as to (x) compliance with the terms of the Loan Documents and (y) the calculation of the Senior Secured Leverage Ratio as of the end of such quarter, the Available Amount as of the end of such quarter and the amount of Available Amount used during such quarter (the "Quarterly Compliance Certificate");

(b) within ninety (90) days after the end of each fiscal year of the Borrower, commencing with the fiscal year ended January 31, 2021, (i) a copy of the annual audit report for such year for the Consolidated Group, containing a Consolidated balance sheet of the Consolidated Group as of the end of such fiscal year and Consolidated statements of operations, comprehensive income (loss), redeemable convertible preferred stock and stockholders' equity and cash flows of the

Consolidated Group for such fiscal year prepared in accordance with GAAP, in each case audited and accompanied by a report and opinion by Ernst & Young LLP or other independent public accountants of recognized national standing (which report and opinion shall be without a “going concern” or similar qualification or exception and without any qualification or exception as to the scope of audit (other than a “going concern” qualification that is due to the maturity within twelve months of any Indebtedness)), together with a customary management discussion and analysis (in form typically prepared by the Borrower) of the financial performance of the Consolidated Group, and a certificate of a Financial Officer of the Borrower in substantially the form of Exhibit F hereto certifying as to (x) compliance with the terms of the Loan Documents and (y) the calculation of the Senior Secured Leverage Ratio as of the end of such fiscal year, the Available Amount as of the end of such fiscal year, the amount of Available Amount used during such fiscal year, and beginning with the fiscal year ending January 31, 2022, Excess Cash Flow for such fiscal year and the related Excess Cash Flow Percentage (the “Annual Compliance Certificate”) and (ii) a certificate of a Financial Officer of the Borrower setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of the Perfection Certificate delivered on the Closing Date or the date of the most recent certificate delivered pursuant to this Section 5.07(b);

(c) as soon as possible and in any event within five Business Days after the Borrower or any Restricted Subsidiary has obtained knowledge of the occurrence of any Default, a statement of a Financial Officer of the Borrower setting forth details of each Default continuing on the date of such statement and the action that the Borrower has taken and proposes to take with respect thereto;

(d) as promptly as practicable after a Responsible Officer of the Borrower has obtained knowledge thereof, notice of the commencement of all actions and proceedings before any court, Governmental Authority or arbitrator affecting the Consolidated Group of the type described in Section 4.07;

(e) (A) such other information respecting the Consolidated Group, or compliance with the terms of the Loan Documents, as any Lender through the Agent may from time to time reasonably request and (B) all documentation and other information that any Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, which may include, for the avoidance of doubt, a duly executed IRS Form W-9 or other applicable tax form and a certification regarding individual beneficial ownership solely to the extent expressly required by the Beneficial Ownership Regulation; and

(f) as promptly as practicable after a Responsible Officer of the Borrower has obtained knowledge thereof, written notice of (A) any development that has resulted or would reasonably be expected to result in a Material Adverse Effect and (B) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect.

Documents required to be delivered pursuant to Section 5.07(a) or (b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the SEC’s Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or (ii) on which such documents are posted on the Borrower’s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party

website or whether made available by the Administrative Agent); provided that in the case of the foregoing clause (ii), the Borrower shall notify the Administrative Agent (by fax or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, at the reasonable written request of the Administrative Agent (or any Lender through the Administrative Agent), the Borrower shall thereafter promptly be required to provide paper copies of any documents required to be delivered pursuant to Section 5.07. The Administrative Agent shall have no obligation to request the delivery of or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of copies of such documents to it and maintaining its copies of such documents. Information required to be delivered pursuant to this Section 5.07 may also be delivered by electronic communications pursuant to procedures approved by the Agent.

In the event there are one or more Unrestricted Subsidiaries and the aggregate assets (excluding the proceeds of Escrow Debt) or revenues of all Unrestricted Subsidiaries, determined in accordance with GAAP, as of the end of or for any fiscal quarter or fiscal year of the Borrower, exceeds 2.5% of Total Assets or Consolidated revenues, respectively, of the Borrower and the Restricted Subsidiaries on a Consolidated basis as of the end of any fiscal quarter or fiscal year of the Borrower, the financial statements furnished pursuant to clauses (a) or (b) of this Section 5.07 with respect to such fiscal quarter or year, as applicable, shall be accompanied by reconciliation statements reasonably satisfactory to the Agent, certified by a Financial Officer of the Borrower, setting forth the adjustments required to remove the effects of the Unrestricted Subsidiaries from such financial statements.

The information required to be delivered by clauses (a) and (b) of this Section 5.07 shall be deemed to have been delivered if such information, or one or more annual or quarterly reports or other reports containing such information, shall have been posted by the Agent on a Platform to which the Lenders have been granted access. Information required to be delivered pursuant to this Section 5.07 may also be delivered by electronic communications pursuant to procedures approved by the Agent.

Section 5.08. Use of Proceeds. Use the proceeds of any Loans in accordance with Section 2.17 or any applicable Refinancing Amendment or Incremental Assumption Agreement, as applicable; provided that (x) no part of the proceeds of any Loan will be used in violation of applicable law or, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any margin stock or for any other purposes that entails a violation (including on the part of any Lender) of any regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X, and (y) the Borrower will not request any Borrowing, and the Borrower shall not use, and the Borrower shall procure that its subsidiaries and their respective directors, officers, employees and agents shall not use, directly or knowingly indirectly, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person or otherwise in violation of any applicable Anti-Corruption Laws or applicable anti-terrorism or anti-money laundering laws or (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 5.09. Regulatory Approvals. Maintain, and cause each of the Restricted Subsidiaries to maintain, all licenses, permits, authorizations and regulatory approvals necessary to conduct its business and to comply with all applicable laws and regulations, in each case except for such