

**“Revolving Credit Lender”** means, at any time, any Lender that has a Revolving Credit Commitment at such time (and after the termination of all Revolving Credit Commitments, any Lender that holds any Outstanding Amount in respect of **Revolving Credit** Loans and/or L/C Obligations).

**“Revolving Credit Loan”** has the meaning specified in Section 2.01(b).

**“Revolving Credit Note”** means a promissory note of the Borrowers payable to any Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit B-2 hereto, evidencing the aggregate indebtedness of the Borrowers to such Revolving Credit Lender resulting from the Revolving Credit Loans made by such Revolving Credit Lender.

**“Revolving Tranche”** means (a) the Revolving Credit Facility pursuant to which Revolving Credit Loans, New Revolving Loans or Letters of Credit are made under the Revolving Credit Commitments and (b) any Specified Refinancing Debt constituting revolving credit facility commitments, in each case, including the extensions of credit made thereunder. Additional Revolving Tranches may be added after the Closing Date pursuant to the terms hereof, *e.g.*, New Revolving Commitments and Extended Revolving Commitments.

**“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business or any successor to the rating agency business thereof.

**“Sale/Leaseback Transaction”** means an arrangement relating to property now owned or hereafter acquired by any Borrower Party whereby any Borrower Party transfers such property to a Person and any Borrower Party leases it from such Person, other than leases between the Parent Borrower and a Restricted Subsidiary or between Restricted Subsidiaries.

**“Sanctioned Country”** means, at any time, a country, region, or territory that is the subject of a comprehensive trade-related embargo under any Sanctions Laws and Regulations, which as of the date of this Agreement consist of Cuba, Iran, North Korea, Syria and the Crimea Region of Ukraine.

**“Sanctioned Person”** means, at any time, any Person that is the subject or target of Sanctions Laws and Regulations, including (a) any Person listed in any Sanctions Laws and Regulations-related lists of designated Persons maintained by the U.S. government (including OFAC’s Specially Designated Nationals and Blocked Parties List), the United Nations Security Council, Her Majesty’s Treasury of the United Kingdom or any European Union member state, (b) any Person located, operating, organized, or resident in a Sanctioned Country, and (c) any Person owned or controlled by any Person or Persons described in (a) or (b) above.

**“Sanctions Laws and Regulations”** means (i) any economic or financial sanctions or other requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 *et seq.*), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq.*), the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act of 1996, Section 1245 of the National Defense Authorization Act of 2012, all as amended, or any of the foreign assets control regulations (including but not limited to 31 C.F.R., Subtitle B, Chapter V, as amended) or any other law or executive order relating thereto administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“**OFAC**”), the U.S. Department of Commerce, the U.S. Department of State, and any similar law, regulation, or executive order that may be enacted, from time to time, by the United States government and (ii) any economic or financial sanctions or other requirements imposed under similar laws or regulations enacted by the European Union or any member state thereof or the United Kingdom, or administered, enacted or enforced by the respective governmental institutions or agencies of



any of the foregoing, including, without limitation, Her Majesty's Treasury of the United Kingdom, that apply to the Loan Parties or any of their respective Subsidiaries (as any of the foregoing laws may from time to time be amended, renewed, extended or replaced).

"SEC" means the U.S. Securities and Exchange Commission or any governmental authority succeeding to any of its principal functions.

"Section 2.19 Additional Amendment" has the meaning specified in Section 2.19(c).

"Secured Cash Management Agreement" means any Cash Management Agreement that is entered into by and between any Loan Party or any Restricted Subsidiary and any Cash Management Bank, except for any such Cash Management Agreement designated by the Parent Borrower in writing to the Administrative Agent and the relevant Cash Management Bank as an "unsecured cash management agreement" as of the Closing Date or, if later, on or about the time of entering into such Cash Management Agreement.

"Secured Hedge Agreement" means any Swap Contract permitted under Article VII that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank, except for any such Swap Contract designated by the Parent Borrower and the applicable Hedge Bank in writing to the Administrative Agent as an "unsecured hedge agreement" as of the Closing Date or, if later, as of the time of entering into such Swap Contract.

"Secured Obligations" has the meaning specified in the Security Agreement.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders (including, for the avoidance of doubt, the L/C Issuers), the Hedge Banks to the extent they are party to one or more Secured Hedge Agreements, the Cash Management Banks to the extent they are party to one or more Secured Cash Management Agreements and each co-agent or subagent appointed by the Administrative Agent or the Collateral Agent from time to time pursuant to Article IX.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means, collectively, the Security Agreement, dated as of the date hereof, executed by the Loan Parties party thereto, together with each other security agreement and security agreement supplement executed and delivered pursuant to Section 6.12, 6.14 or 6.16.

"Security Agreement Supplement" means the Security Agreement Supplements, as defined in the Security Agreement.

"Senior Indebtedness" has the meaning specified in Section 10.01(d).

"Series LLC" shall mean any series of a limited liability company (including any protected or registered series) established in accordance with Section 18-215(b) or 18-218 of the Delaware Limited Liability Company Act or a comparable provision of any other Law.

"Series LP" shall mean any series of a limited partnership (including any protected or registered series) established in accordance with Section 17-218(b) or 17-221 of the Delaware Limited Partnership Act or a comparable provision of any other Law.



**“Similar Business”** means any business engaged or proposed to be engaged in by the Parent Borrower and its Subsidiaries on the Closing Date and any business or other activities that are similar, ancillary, complementary, incidental or related thereto, or an extension, development or expansion of, the businesses in which the Parent Borrower and its Subsidiaries are engaged following the Closing Date.

**“SOFR Early Opt-in”** means the Administrative Agent and the Parent Borrower have elected to replace LIBOR pursuant to (1) an Early Opt-in Election and (2) Section 3.04(c)(i) and paragraph (1) of the definition of “Benchmark Replacement”.

**“Solvent”** means, with respect to any of the Borrower Parties on any date of determination, that on such date (a) the aggregate fair value (determined on a going-concern basis) of the assets of the Borrower Parties, taken as a whole, is greater than the total amount of liabilities, including contingent liabilities, of the Borrower Parties, (b) the aggregate present fair salable value (determined on a going-concern basis) of the assets of the Borrower Parties, taken as a whole, is greater than or equal to the total amount that will be required to pay the probable liabilities, including contingent liabilities of the Borrower Parties, taken as a whole, as they become absolute and matured in the ordinary course and is sufficient to enable payment of all such obligations of the Borrower Parties, taken as a whole, due and accruing due, (c) the capital of the Borrower Parties, taken as a whole, is not unreasonably small in relation to their business as contemplated on such date of determination, (d) the Borrower Parties, taken as a whole, have not and do not intend to, and do not believe that they will, incur debts or other obligations, including current obligations, beyond their coordinated ability to pay such debts and liabilities as they become due (whether at maturity or otherwise) or for any reason become unable to pay their debts or meet their obligations as they generally become due and (e) the Borrower Parties, taken as a whole, are “solvent” within the meaning given to that term and similar terms under Laws applicable to such Persons relating to fraudulent transfers and conveyances, transactions at an undervalue, unfair preferences or equivalent concepts. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability or, if a different methodology is prescribed by applicable Laws, as prescribed by such Laws.

**“SONIA”** means, with respect to any applicable determination date, the Sterling Overnight Index Average Reference Rate published on the fifth Business Day preceding such date on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time); provided however that if such determination date is not a Business Day, SONIA means such rate that applied on the first Business Day immediately prior thereto.

**“SONIA Adjustment”** means, with respect to SONIA, 0.1193% per annum.

**“SPC”** has the meaning specified in Section 10.07(g).

**“Specified Event of Default”** means any Event of Default under Section 8.01(a), (f) or (g).

**“Specified Existing Tranche”** has the meaning specified in Section 2.19(a).

**“Specified Refinancing Agent”** has the meaning specified in Section 2.18(a).

**“Specified Refinancing Debt”** has the meaning specified in Section 2.18(a).

**“Specified Refinancing Revolving Credit Commitment”** has the meaning specified in Section 2.18(a).



**“Specified Refinancing Revolving Loans”** means Specified Refinancing Debt constituting revolving loans.

**“Specified Refinancing Term Commitment”** has the meaning specified in Section 2.18(a).

**“Specified Refinancing Term Loans”** means Specified Refinancing Debt constituting term loans.

**“Specified Representations”** means the representations and warranties made solely by the Borrowers in Section 5.01(a) and (b)(ii), 5.02(a), 5.04, 5.07, 5.13, 5.17, 5.18 (subject to the last paragraph of Section 4.01), 5.19, and 5.20 (in each case, after giving effect to the Transactions), and in the case of the representations and warranties made pursuant to Sections 5.19 and 5.20, to be limited to the use of proceeds not violating the Laws referenced therein.

**“Specified Transaction”** means any incurrence or repayment of Indebtedness (excluding Indebtedness incurred for working capital purposes under the Revolving Credit Facility or any revolving credit facility or line of credit), any issuance or redemption of Disqualified Stock or Preferred Stock or Investment (including any proposed Investment or acquisition) that results in a Person becoming a Subsidiary, any designation of a Subsidiary as a Restricted Subsidiary or as an Unrestricted Subsidiary, any acquisition or any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Parent Borrower, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Disposition of a business unit, line of business or division of any Borrower Party, in each case whether by merger, consolidation, amalgamation or otherwise or any material restructuring of the Parent Borrower or implementation of any initiative not in the ordinary course of business.

**“Sponsor Model”** means that certain “bank case” projection model delivered by Sponsor to the Arrangers prior to the Closing Date (as supplemented, updated or otherwise modified from time to time on or prior to the Closing Date).

**“Sponsor”** means Thoma Bravo, L.P. (formerly known as Thomas Bravo, LLC) and any investment funds advised, managed or controlled by the foregoing and, in each case (whether individually or as a group), Affiliates of any of the foregoing (but excluding any operating portfolio companies of any of the foregoing).

**“Standard Securitization Undertakings”** means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Parent Borrower or any Subsidiary of the Parent Borrower which the Parent Borrower has determined in good faith to be customary in a Factoring Transaction or Receivables Financing, including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

**“Stated Maturity”** means with respect to any security or Indebtedness, Disqualified Stock or Preferred Stock, the date specified in such security or the documentation governing such Indebtedness, Disqualified Stock or Preferred Stock as the fixed date on which the final payment of principal of such security or Indebtedness or the maximum fixed repurchase price of such Disqualified Stock or Preferred Stock is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security or Indebtedness, Disqualified Stock or Preferred Stock at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

**“Subject Lien”** has the meaning specified in Section 7.02.

**“Subordinated Indebtedness”** means (a) with respect to any Borrower, any Indebtedness of such Borrower which is by its terms expressly subordinated in right of payment to the Obligations and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms expressly subordinated in right of payment to its Guarantee of the Obligations.

**“Subsidiary”** means, with respect to any Person (1) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of the Voting Stock is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, (2) any partnership, joint venture, limited liability company or similar entity of which (x) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity and (3) for purposes of Section 6.01, any Person that is consolidated in the consolidated financial statements of the specified Person in accordance with GAAP.

**“Subsidiary Guarantor”** means, collectively, all Guarantors other than the Parent Borrower and the Subsidiary Borrower.

**“Subsidiary Redesignation”** has the meaning given to such term in the definition of “Unrestricted Subsidiary”.

**“Successor Rate”** means the Alternative Currency Successor Rate and the USD Successor Rate.

**“Supplemental Agent”** has the meaning specified in Section 9.14(a).

**“Swap Contract”** means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any obligations or liabilities under any such master agreement.

**“Swap Obligation”** means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based



upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

“**TARGET Day**” means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euros.

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Borrowing**” means a borrowing of the same Type of Term Loan of a single Tranche from all the Lenders having Term Commitments or Term Loans of the respective Tranche on a given date (or resulting from a conversion or conversions on such date) having in the case of Eurocurrency Rate Loans, the same Interest Period.

“**Term Commitment**” means, as to each Term Lender, (i) its Initial Term Commitment, (ii) its Term Commitment Increase, (iii) its New Term Commitment or (iv) its Specified Refinancing Term Commitment. The amount of each Lender’s Initial Term Commitment is as set forth in the definition thereof and the amount of each Lender’s other Term Commitments shall be as set forth in the Assignment and Assumption, or in the amendment or agreement relating to the respective Term Commitment Increase, New Term Commitment or Specified Refinancing Term Commitment pursuant to which such Lender shall have assumed its Term Commitment, as the case may be, as such amounts may be adjusted from time to time in accordance with this Agreement.

“**Term Commitment Increase**” has the meaning specified in Section 2.14(a).

“**Term Facility**” means a facility in respect of any Term Loan Tranche (including any Term Commitment Increase with respect to any Term Loan Tranche), as the context may require.

“**Term Lender**” means (a) at any time on or prior to the Closing Date, any Lender that has an Initial Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term Loans and/or Term Commitments at such time.

“**Term Loan**” means an advance made by any Term Lender under any Term Facility.

“**Term Loan Tranche**” means the respective facility and commitments utilized in making (or, where applicable, conversion of) Term Loans hereunder, with there being one Tranche on the Closing Date, *i.e.*, Initial Term Loans and Initial Term Commitments. Additional Term Loan Tranches may be added after the Closing Date pursuant to the terms hereof, *e.g.*, New Term Loans, Specified Refinancing Term Loans, New Term Commitments, Extended Term Loans and Specified Refinancing Term Commitments.

“**Term Note**” means a promissory note of the each Borrower payable to any Term Lender or its registered assigns, in substantially the form of Exhibit B-1 hereto, evidencing the indebtedness of the such Borrower to such Term Lender resulting from the Term Loans under the same Term Loan Tranche made or held by such Term Lender.

