UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 1, 2022**

FACTSET RESEARCH SYSTEMS INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-11869**	**13-3362547**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(IRS Employer Identification No.)**

45 Glover Avenue
Norwalk, Connecticut 06850
(Address of principal executive offices)

Registrant's telephone number, including area code: (203) 810-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.01 par value	**FDS**	**New York Stock Exchange** **NASDAQ Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

Notes and Indenture

On March 1, 2022, FactSet Research Systems Inc. ("FactSet" or the "Company") completed a public offering of $500,000,000 aggregate principal amount of the Company's 2.900 % Senior Notes due 2027 (the "2027 Notes") and $500,000,000 aggregate principal amount of the Company's 3.450 % Senior Notes due 2032 (the "2032 Notes" and, together with the 2027 Notes, the "Notes"). The Notes were issued pursuant to an Indenture, dated as of March 1, 2022 (the "Indenture"), by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the Supplemental Indenture, dated as of March 1, 2022 (the "Supplemental Indenture"), between the Company and the Trustee.

The Notes were offered and sold pursuant to the Company's automatic shelf registration statement on Form S-3 (Registration No. 333-261992) under the Securities Act of 1933, as amended. The Company has filed with the Securities and Exchange Commission a prospectus supplement, dated February 15, 2022, together with the accompanying base prospectus, dated January 4, 2022, relating to the offer and sale of the Notes.

The 2027 Notes and the 2032 Notes will mature on March 1, 2027 and March 1, 2032, respectively. Interest on the Notes is payable semiannually in arrears on March 1 and September 1 of each year, beginning September 1, 2022.

The Notes are the Company's unsecured unsubordinated obligations, ranking equal in right of payment with all of the Company's other existing and future unsubordinated obligations. The Notes will be effectively subordinated to any of the Company's existing and future secured obligations to the extent of the value of the assets securing such obligations.

The Notes and the Indenture restrict the Company's and its subsidiaries' ability to, among other things, incur liens and engage in sale and leaseback transactions. These restrictions are subject to limitations and exceptions.

The Company may redeem the Notes, in whole or in part, at any time at specified redemption prices, plus accrued and unpaid interest, if any. Upon the occurrence of a change of control triggering event (as defined in the Supplemental Indenture), the Company must offer to repurchase the Notes at 101% of their principal amount, plus accrued and unpaid interest, if any.

The Company received net proceeds of $990,925,000 and used such proceeds, together with cash on hand and borrowings under the Credit Facilities (as defined below), to finance the consideration for the CUSIP Business Acquisition (as defined below), to repay borrowings under the 2019 Credit Agreement (as defined below) and to pay related transaction fees, costs and expenses.

The foregoing summary of the Indenture, the Supplemental Indenture and the Notes does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Indenture, the Supplemental Indenture, the 2027 Notes and the 2032 Notes, which are attached hereto as Exhibits 4.1, 4.2, 4.3 and 4.4, respectively, and are incorporated herein by reference.

Credit Agreement

On March 1, 2022, the Company entered into a credit agreement (the "Credit Agreement"), among the Company, the borrowing subsidiaries from time to time party thereto, the lenders from time to time party thereto, and PNC Bank, National Association, as the administrative agent. The Credit Agreement provides for (a) a senior unsecured term loan credit facility in an aggregate principal amount of $1,000,000,000 (the "Term Facility"), available in US dollars, and (b) a senior unsecured revolving credit facility in an aggregate principal amount of $500,000,000 (the "Revolving Facility" and, together with the Term Facility, the "Credit Facilities"), available in US dollars, Sterling and Euro. The Term Facility matures on March 1, 2025, and the Revolving Facility matures on March 1, 2027.

Up to $100,000,000 of the Revolving Facility is available in the form of letters of credit and up to $50,000,000 of the Revolving Facility is available in the form of swingline loans, in each case in US dollars. The Company may seek additional commitments under the Revolving Facility from lenders or other financial institutions up to an aggregate principal amount of $750,000,000.

On March 1, 2022, the Company drew the full $1,000,000,000 under the Term Facility and $250,000,000 under the Revolving Facility. Proceeds under the Credit Facilities so drawn by the Company were used, together with cash on hand and the net proceeds of the Notes, to finance the consideration for the CUSIP Business Acquisition, to repay borrowings under the 2019 Credit Agreement and to pay related transaction fees, costs and expenses. The Revolving Facility will be available for drawing until March 1, 2027, subject to satisfaction of customary conditions, and proceeds of subsequent drawings under the Revolving Facility may be used for working capital and other general corporate purposes of the Company and its subsidiaries. Letters of credit may be issued for general corporate purposes of the Company and its subsidiaries.

Loans under the Credit Facilities will bear interest at, in the case of (a) loans denominated in US dollars, at the Company's option, either one-month Term SOFR (with a 10 basis points credit spread adjustment and subject to a "zero" floor), Daily Simple SOFR (with a 10 basis points credit spread adjustment and subject to a "zero" floor) or an alternate base rate, (b) loans denominated in Sterling, Daily Simple SONIA (with a 3.26 basis points credit spread adjustment and subject to a "zero" floor) and (c) loans denominated in Euro, EURIBOR (subject to a "zero" floor), in each case, plus an applicable interest rate margin. Loans under the Credit Facilities will bear interest at a rate fluctuating between Term SOFR, Daily Simple SOFR, Daily Simple SONIA or EURIBOR, as applicable, plus 0.875% per annum and Term SOFR, Daily Simple SOFR, Daily Simple SONIA or EURIBOR, as applicable, plus 1.625% per annum (or between the alternate base rate plus 0% per annum and the alternate base rate plus 0.625% per annum), based upon the Company's senior unsecured non-credit enhanced long-term debt rating (or, if unavailable, corporate rating) by S&P Global Ratings, Moody's Investors Services, Inc. and Fitch Ratings, Inc. (collectively, the "Ratings Agencies") or the Company's total leverage ratio (whichever yields a lower applicable interest rate margin, unless the pricing levels determined by reference to ratings and total leverage ratio differ by two or more levels, in which case the applicable pricing level will be one level above the lower of the two) at such time. The Company will also pay a commitment fee under the Revolving Facility that will fluctuate between 0.10% per annum and 0.25% per annum on the daily unused amount of the Revolving Facility.

Loans under the Term Facility are subject to scheduled amortization payments in an aggregate annual amount equal to 5.0% of the original principal amount thereof. The Credit Facilities are not otherwise subject to any mandatory prepayments. The Company may voluntarily prepay loans under the Credit Facilities at any time without premium or penalty.

The Credit Agreement contains usual and customary affirmative covenants for facilities of this type, including, among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of corporate existence, property and insurance and compliance with laws, as well as usual and customary negative covenants for facilities of this type, including limitations on indebtedness of non-guarantor subsidiaries, liens, sale and leaseback transactions, mergers and certain other fundamental changes and change in nature of business. The Credit Agreement contains a financial covenant requiring maintenance of a total leverage ratio (as defined in the Credit Agreement), permitting netting up to $350,000,000 of unrestricted cash and cash equivalents of the Company and its subsidiaries, no greater than (a) 4.00 to 1.00 as of the last day of each fiscal quarter beginning with the fiscal quarter ending on May 31, 2022, (b) 3.75 to 1.00 as of the last day of each fiscal quarter beginning with the fiscal quarter ending on August 31, 2023 and (c) 3.50 to 1.00 as of the last day of each fiscal quarter beginning with the fiscal quarter ending on August 31, 2024, but if the Company or any subsidiary consummates a material acquisition where the aggregate consideration payable is $200,000,000 or more, the Company may, on no more than two occasions, increase the maximum total leverage ratio then applicable under the financial covenant by 0.50 to 1.00 with respect to the fiscal quarter in which such material acquisition is consummated and the subsequent four consecutive fiscal quarters.

The Credit Agreement contains usual and customary event of default provisions for facilities of this type, which are subject to usual and customary grace periods and materiality thresholds, including, among others, non-payment of principal, interest, fees and other amounts, material inaccuracy of a representation or warranty, breach of covenants, cross-event of default to other material debt, bankruptcy and insolvency events, material monetary judgments, certain ERISA events, invalidity of any material loan documentation and change of control. If an event of default occurs under the Credit Agreement, the lenders may, among other things, terminate their commitments and declare all outstanding borrowings immediately due and payable.

The Credit Agreement provides that, in the event that the Company no longer has a senior unsecured non-credit enhanced long-term debt rating or a corporate rating from at least two of the Ratings Agencies where such rating is Baa3, BBB- or BBB-, respectively, or higher, (a) the Company's wholly-owned domestic subsidiaries will be required to guarantee the Credit Facilities, subject to customary exceptions, (b) in addition to the negative covenants described above, the Company will also be subject to limitations on additional indebtedness at the Company, investments, dispositions, restricted payments and burdensome agreements and (c) in addition to the financial covenant described above, the Company will be required to maintain an interest coverage ratio (as defined in the Credit Agreement) of no less than 3.00 to 1.00 for any period of four consecutive fiscal quarters.

The foregoing summary of the Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Credit Agreement, which is attached hereto as Exhibit 4.5 and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement

On March 1, 2022, in connection with the entry into the Credit Agreement described above, the Company repaid in full all indebtedness and other obligations outstanding under, and terminated, the Credit Agreement dated as of March 29, 2019, as amended as of September 21, 2020 (as amended, the "2019 Credit Agreement"), by and among the Company, the guarantors party thereto, the lenders party thereto and PNC Bank, National Association, as the administrative agent.

Item 2.01 Completion of Acquisition or Disposition of Assets

On March 1, 2022, the Company issued a press release announcing that it has completed its previously announced acquisition of CUSIP Global Services (the "CUSIP Business Acquisition"), which is the CUSIP issuance and data licensing business (the "CUSIP Business") previously operated by S&P Global Inc., a New York corporation (the "Seller"), on behalf of the American Bankers Association, pursuant to the terms of an Asset Purchase Agreement, dated as of December 24, 2021 (as amended from time to time, the "Asset Purchase Agreement"), by and between the Company and the Seller. Pursuant to the Asset Purchase Agreement, the Company acquired the CUSIP Business for $1,925,000,000 in cash, subject to a working capital adjustment, as specified in the Asset Purchase Agreement.

The foregoing summary of the Asset Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Asset Purchase Agreement and Amendment No. 1 to the Asset Purchase Agreement, dated February 11, 2022, which are attached hereto as Exhibits 2.1 and 2.2, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information disclosed in this Current Report under Item 1.01 is incorporated into this Item 2.03 by reference.

Item 8.01 Other Events.

On March 1, 2022, the Company issued a press release announcing the completion of the transactions described herein. A copy of this press release is incorporated by reference and attached as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following items are filed as exhibits to this report.

Exhibit No.	Description
2.1	Asset Purchase Agreement, dated as of December 24, 2021, by and between S&P Global Inc. and FactSet Research Systems Inc.*
2.2	Amendment No. 1 to Asset Purchase Agreement, dated as of February 11, 2022, by and between S&P Global Inc. and FactSet Research Systems Inc.
4.1	Indenture, dated as of March 1, 2022, between FactSet Research Systems Inc. and U.S. Bank Trust Company, National Association, as trustee
4.2	Supplemental Indenture, dated as of March 1, 2022, between FactSet Research Systems Inc. and U.S. Bank Trust Company, National Association, as trustee, relating to the $500,000,000 aggregate principal amount of 2.900% senior notes due 2027 of FactSet Research Systems Inc. and the $500,000,000 aggregate principal amount of 3.450% senior notes due 2032 of FactSet Research Systems Inc.
4.3	Form of 2.900% Global Note due 2027 (included in Exhibit 4.2)
4.4	Form of 3.450% Global Note due 2032 (included in Exhibit 4.2)
4.5	Credit Agreement dated as of March 1, 2022, among FactSet Research Systems Inc., the Borrowing Subsidiaries party thereto, the Lenders party thereto, and PNC Bank, National Association, as the Administrative Agent*
5.1	Opinion of Cravath, Swaine & Moore LLP, relating to the Notes
23.1	Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.1)
99.1	Press release of FactSet Research Systems Inc., dated March 1, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. FactSet Research Systems Inc. agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FactSet Research Systems Inc.
(Registrant)

Date: March 1, 2022

By /s/ Linda S. Huber
Name: Linda S. Huber
Title: Executive Vice President, Chief Financial Officer

Exhibit 2.1

PROJECT RIVER

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

S&P GLOBAL INC.

AND

FACTSET RESEARCH SYSTEMS INC.

Dated as of December 24, 2021

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of December 24, 2021 (this "Agreement"), is by and between S&P Global Inc., a New York corporation ("Seller") and FactSet Research Systems Inc., a Delaware corporation ("Purchaser"; Seller and Purchaser, each, individually, a "Party" and, together, the "Parties").

WHEREAS, Seller, IHS Markit Ltd., a Bermuda exempted company limited by shares ("Pacific"), and Sapphire Subsidiary, Ltd., a Bermuda exempted company limited by shares ("Merger Sub"), are party to that certain Agreement and Plan of Merger, dated as of November 29, 2020 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into Pacific, with Pacific continuing as the surviving corporation in the merger, on the terms and subject to conditions set forth therein (the "Merger");

WHEREAS, Seller and certain of its Subsidiaries are engaged in, among other things, the CGS Business (as defined below);

WHEREAS, in order to obtain Approval from the European Commission (the "EC") for the transactions contemplated by the Merger Agreement, Seller decided to enter into this Agreement to provide for, among other things, the sale and transfer of the Purchased Assets (as defined below) to Purchaser;

WHEREAS, on the terms and subject to the conditions set forth herein, Seller shall, and shall cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser or one or more of its Affiliates, and Purchaser or one or more of its Affiliates shall purchase and acquire from the Seller Entities, all of their right, title and interest in and to the Purchased Assets, and Purchaser shall assume the Assumed Liabilities (the "Transaction");

WHEREAS, concurrently with the execution of this Agreement, the ABA (as defined below) has delivered its irrevocable agreement to the novation of the ABA Agreement on its existing terms such that Purchaser will take the place of Seller as counterparty to the ABA Agreement, effective as of the Closing (the "ABA Novation Agreement");

WHEREAS, the LSTA has delivered its irrevocable written consent to the assignment of the LSTA Agreement, effective as of the Closing (the "LSTA Assignment Agreement"); and

WHEREAS, simultaneously with the Closing under this Agreement, Seller, Purchaser and certain of their respective Affiliates desire to enter into certain other agreements in connection with the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and subject to the conditions of this Agreement, the Parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms have the meanings set forth below:

"ABA" means The American Bankers Association, a District of Columbia nonprofit corporation.

"ABA Agreement" means the Agreement between the ABA and CGS, dated September 15, 2014, as amended by Amendment #1 between the ABA and CGS, dated February 23, 2018, as further amended by Amendment #2 between the ABA and CGS, dated November 25, 2020.

"Acquisition Proposal" means any offer or proposal from a third party for, or any written indication of interest by a third party in, any acquisition, business combination or purchase of the CGS Business or all or any part thereof (other than the sale or other disposition of assets or properties in the ordinary course of business).

"Adjustment Calculation Time" means 11:59 p.m. Eastern Time on the last calendar day of the month immediately preceding the Closing Date.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, neither Seller nor the other Seller Entities shall be deemed Affiliates of Purchaser, nor, as of and after Closing, of the CGS Business.

"ANNA" means the Association of National Numbering Agencies, a global association of national numbering agencies.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977, the U.S. Travel Act, 18 U.S.C. § 1952, the U.K. Bribery Act of 2010, any applicable Law enacted in connection with, or arising under, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any other applicable Laws of any Governmental Entity relating to bribery or corruption.

"ARD" means the Acquired Rights Directive pursuant to EC Directive no. 2001/23 dated March 12, 2001, as amended from time to time, and domestic legislation implementing such directive into the national Law of any country in the European Union, as amended from time to time, or any legislation that is similar or has substantially the same effect in any country outside the European Union.

"Atlantic Closing" shall mean the "Closing," as defined in the Merger Agreement.

"Available Insurance Policies" means all liability insurance policies (excluding Benefit Plans and any captive or self-insurance programs) issued by unaffiliated third parties that are in effect immediately prior to the Closing and are owned or held by or issued in favor of Seller or any of its Subsidiaries that cover any of the CGS Business or the Purchased Assets.

"Benefit Plan" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA) and any retirement, employment, retention, profit-sharing, bonus, stock option, stock purchase, restricted stock and other equity- or equity-based, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, termination or termination indemnity, change in control, cafeteria, paid time off, perquisite, fringe benefit or other benefit plan, program, policy, agreement or arrangement sponsored, maintained or contributed to by Seller or any of its Subsidiaries or any of their respective ERISA Affiliates (or for which Seller or any of its Subsidiaries has any Liability, whether actual or contingent), in each case, for the benefit of any Business Employee, other than any Multiemployer Plan.

"Business Day" means any day, other than a Saturday, Sunday, or day on which commercial banks are required or authorized to be closed in New York, New York.

"Business Employee" means each individual who, as of any relevant time, is a current employee of Seller or any of its Affiliates and primarily provides services to the CGS Business, including any such individual who is on short term disability, long term disability, military leave or an approved leave of absence. Notwithstanding the foregoing, (i) each individual listed on Section 1.1(a)(i) of the Seller Disclosure Schedules shall be considered a Business Employee and (ii) no individual listed on Section 1.1(a)(ii) of the Seller Disclosure Schedules shall be considered a Business Employee.

"Business Material Adverse Effect" means any event, change, development or effect ("Effect") that has a material adverse effect on the business, operations, financial condition or results of operations of the CGS Business taken as a whole; provided that no such Effect to the extent resulting or arising from or in connection with any of the following matters shall be deemed by itself or by themselves, either alone or in combination, to constitute or contribute to a Business Material Adverse Effect: (a) the general conditions in the industries in which the CGS Business operates, including competition in any of the geographic areas in which the CGS Business operates; (b) general political, economic, business, monetary, financial, commodity or capital or credit market conditions or trends (including interest rates); (c) changes in global or national political conditions or trends; (d) any act of civil unrest, war or terrorism (including by cyberattack or otherwise), including an outbreak or escalation of hostilities involving any country or the declaration by any country of a national emergency or war; (e) any conditions resulting from natural disasters, weather developments, manmade disasters, climate change, acts of God or other force majeure events; (f) global or regional health conditions including any epidemic, pandemic, or disease outbreak (including COVID-19, and including any Law or public health response, guideline, recommendation or directive in relation thereto, including providing for business closures, "shelter-in-place," social distancing, travel restrictions, border controls or other restrictions that relate to, or arise out of, COVID-19 or any other epidemic, pandemic or disease outbreak or any change in such Law, public health response, guideline, recommendation or directive or interpretation thereof following the date hereof) and the response of Governmental

Entities thereto; (g) the failure of the financial or operating performance of Seller, the other Seller Entities or the CGS Business to meet internal, Purchaser or analyst projections, forecasts or budgets for any period (provided that, if not otherwise excluded from the definition of Business Material Adverse Effect, the underlying causes of such change or failure may be taken into account in determining the existence of a Business Material Adverse Effect); (h) any matter expressly disclosed in Section 3.6 of the Seller Disclosure Schedules; (i) any action (i) taken or omitted to be taken by Seller or any Seller Entity at the written request or with the prior written consent of Purchaser (in the case of subclause (i), other than Purchaser's written request that Seller or another Seller Entity comply with this Agreement) or (ii) taken or omitted to be taken that is expressly required to be taken or omitted to be taken, as applicable, pursuant to the covenants and agreements contained in this Agreement (in the case of subclause (ii), other than pursuant or with respect to Section 5.2 (unless Purchaser has unreasonably withheld, conditioned or delayed its written consent to any such action)); (j) the execution, announcement, pendency or consummation of this Agreement, the Transaction or the other transactions contemplated hereby, or the identity of Purchaser or any of its Affiliates (including any loss of Business Employees, customers or other business relationships to the extent resulting from any of the foregoing); provided that the exception in this clause (j) shall not apply, including for purposes of Section 7.2(a), to any representation or warranty set forth in Section 3.3 or Section 3.13(g); or (k) changes after the date hereof in any Law (including any proposed Law) or GAAP or other applicable accounting principles or standards or, in each case, any interpretations thereof; provided, further, that any Effects resulting from the matters described in clauses (a), (b), (c), (d), (e), (f) or (k) may be taken into account in determining whether there has been a Business Material Adverse Effect to the extent that they have a disproportionate effect on the CGS Business relative to similarly situated businesses in the industries in which the CGS Business operates.

"Cash" means, of any Person and as of any time, all cash and cash equivalents (including marketable securities and short-term investments) and shall include checks, ACH transactions and other wire transfers and drafts deposited or available for deposit for the account of such Person (net of issued but uncleared checks and drafts written or issued by such Person). For the avoidance of doubt, Cash is not included in the Purchased Assets or otherwise transferred with the CGS Business.

"CGS" means CUSIP Global Services, a division of Standard & Poor's Financial Services LLC (a wholly owned Subsidiary of Seller).

"CGS Business" means the CUSIP issuance, data licensing and portfolio services businesses, as currently carried out by CGS, which Seller and its Subsidiaries operate on behalf of the ABA pursuant to the ABA Agreement, the issuance and data licensing of other related identifiers (including CINS, ISINs, LEIs, CABRE, CLIP and RED), as currently carried out by CGS.

"CGS Business Intellectual Property" means the Transferred CGS Business Intellectual Property and the Licensed CGS Business Intellectual Property.

"Closing Date Net Working Capital" means the Net Working Capital as of the Adjustment Calculation Time, and calculated in accordance with the Transaction Accounting Principles.

"Closing Date Net Working Capital Adjustment Amount" means an amount, which may be positive or negative, equal to (a) Closing Date Net Working Capital *minus* (b) Closing Date Net Working Capital Target.

"Closing Date Net Working Capital Target" means negative 75 million Dollars (-$75,000,000); provided that, if the preceding calculation results in an amount less than five million Dollars ($5,000,000), positive or negative, the Closing Date Net Working Capital Adjustment Amount shall be deemed to be zero.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Contract" means any written contract, lease, license, commitment, loan or credit agreement, indenture or other agreement, in each case which is legally binding, and in each case other than a Permit or a Benefit Plan.

"COVID-19" means SARS-CoV-2, or COVID-19, and any evolutions or variants thereof or related or associated epidemics, pandemic or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," social distancing, shut down, closure, sequester or any other Law, decree, judgment, injunction or other order, directive, guidelines or recommendations by any Governmental Entity in connection with or in response to COVID-19.

"Data Protection Authority" means any Governmental Entity responsible for enforcing Data Protection Requirements.

"Data Protection Requirements" means (a) all applicable Laws concerning the privacy, protection, security, collection, storage, use, transfer, disclosure, destruction, alteration or other processing of Personally Identifiable Information, including the following Laws to the extent applicable from time to time: (i) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (ii) the General Data Protection Regulation (2016/679) and any national Law issued under that regulation; (iii) the Personal Information Protection Law of the People's Republic of China; (iv) the California Consumer Privacy Act; and (v) any other international, foreign, federal, local and state data security and data privacy Laws (collectively, "Privacy Laws"); (b) all obligations under Contracts to which Seller or its Subsidiaries is a party or is otherwise bound that relate to the processing of Personally Identifiable Information; and (c) all internal and publicly posted policies regarding the collection, use, disclosure, transfer, storage, maintenance, retention, disposal, modification, protection or processing of Personally Identifiable Information.

"EC Buyer Approval" means the Approval of Purchaser as an acquirer of the CGS Business by the EC and the approval of the terms of the Transaction Documents by the EC.

"EC Commitments" means any commitments entered into by Seller with the EC pursuant to article 6(2) or article 8(2) (as relevant) of Council Regulation (EC) No. 139/2004 and which are conditions and obligations to the approval of the transactions contemplated by the Merger

Agreement (as such commitments may be amended or varied from time to time by agreement between Seller and the EC).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

"Estimated Closing Date Net Working Capital Adjustment Amount" means an amount, which may be positive or negative, equal to (a) Estimated Closing Date Net Working Capital *minus* (b) Closing Date Net Working Capital Target; provided that, if the preceding calculation results in an amount less than five million Dollars ($5,000,000), positive or negative, the Estimated Closing Date Net Working Capital Adjustment Amount shall be deemed to be zero.

"Estimated Purchase Price" means (a) the Base Purchase Price *plus* (b) Estimated Closing Date Net Working Capital Adjustment Amount.

"Excluded Enterprise Agreements" means each Contract listed on Section 1.1(b) of the Seller Disclosure Schedules and any other Contract for commercially available off-the-shelf service that is not Primarily Related to the CGS Business; provided that Excluded Enterprise Agreements shall not include any third party licenses or supplied data provided to Seller or any of its Subsidiaries pursuant to the ABA Agreement or the LSTA Agreement.

"Excluded Taxes" means any Taxes (other than any Taxes for which Purchaser is responsible pursuant to Section 6.3) of Seller, the Seller Entities or any of their respective Affiliates (or for which Seller, the Seller Entities or any of their respective Affiliates are primarily liable under applicable Tax Law) with respect to, arising out of, or relating to the Purchased Assets, the Assumed Liabilities or the CGS Business with respect to a Pre-Closing Tax Period, except, in each case, to the extent such Taxes are taken into account as a liability in determining Net Working Capital or are set forth in Sections 2.6(e) or 2.6(f).

"Funded Debt" means, of any Person and as of any time, the aggregate amount of the following, without duplication: (a) the outstanding principal amount of any indebtedness for borrowed money (other than trade payables arising in the ordinary course of business), including all accrued but unpaid interest thereon; (b) all other obligations evidenced by bonds, debentures, notes or similar instruments of indebtedness, including all accrued but unpaid interest thereon; (c) all capitalized lease obligations that are classified as a balance sheet liability in accordance with GAAP and all obligations to pay the deferred and unpaid purchase price of property or equipment (other than trade payables arising in the ordinary course of business); and (d) all direct obligations under letters of credit, bankers' acceptances, performance bonds and similar instruments and guarantees, in each case solely to the extent drawn, in each case of such Person as of such time.

"GAAP" means generally accepted accounting principles in the United States, consistently applied by Seller.

"Governmental Entity" means any national, state, local, supranational or foreign government or any court of competent jurisdiction, administrative agency or commission or other national, state, local, supranational or foreign governmental authority or instrumentality.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to any Person and as of any time, any of the following: (a) all Funded Debt of such Person, (b) all letters of credit, bankers' acceptances, performance bonds and similar instruments issued for the account of such Person, whether drawn or undrawn, (c) any obligations under any interest rate or currency derivatives or hedging arrangements, (d) any remaining, unpaid contingent consideration associated with past acquisitions (including earnouts and deferred purchase price obligations), (e) any Liabilities with respect to any conditional sale obligations or other title retention agreement, (f) any accrued deferred compensation relating to pre-Closing service of Business Employees, together with the employer-paid portion of any employment and payroll Taxes thereon and (g) all guarantees and keepwell arrangements issued by such Person, in each case as of such time.

"Information Technology" means any computer systems hardware (including computers, screens, servers, workstations, routers, hubs, switches, networks, data communications lines and hardware) and telecommunications systems hardware.

"Intellectual Property Rights" means any and all common law or statutory rights anywhere in the world arising under or associated with: (a) patents and patent applications and similar or equivalent rights in inventions or designs ("Patents"); (b) trademarks, service marks, trade dress, trade names, and other designations of origin ("Marks"); (c) rights in domain names, uniform resource locators, social media identifiers and accounts, and other names and locators associated with Internet addresses and sites ("Internet Properties"); (d) copyrights and any other rights in works of authorship (including Software as a work of authorship) and any related rights of authors ("Copyrights"); (e) trade secrets, industrial secret rights and rights in know-how and confidential or proprietary information, in each case that derive independent economic value from not being generally known ("Trade Secrets"); and (f) other similar or equivalent intellectual property rights.

"Judgment" means any judgment, injunction, order, writ, ruling, stipulation, determination, award or decree entered by or with any Governmental Entity.

"Knowledge" means, (a) with respect to Seller, the actual knowledge of any Person listed in Section 1.1(c) of the Seller Disclosure Schedules, after reasonable inquiry, and, (b) with respect to Purchaser, the actual knowledge of any Person listed in Section 1.1(a) of the Purchaser Disclosure Schedules, after reasonable inquiry.

"Law" means any national, state, local, supranational or foreign law, statute, code, order, ordinance, rule, regulation or treaty (including any Tax treaty), in each case promulgated, enacted or applied by a Governmental Entity.

"Liabilities" means all debts, liabilities, Taxes, guarantees, assurances, commitments and obligations of any kind, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence or strict liability).

"Licensed CGS Business Intellectual Property" means all of the Intellectual Property Rights owned by a third party that are licensed to the Seller or any of its Subsidiaries pursuant to the Business Contracts, ABA Agreement and LSTA Agreement.

"Lien" means any mortgage, lien, deed of trust, pledge, security interest, charge, easement, covenant, right of way, claim, restriction, imperfection of title, encroachment, lease, servitude, license, condition, adverse claim or encumbrance of any kind, other than restrictions on transfer arising under applicable securities Laws.

"LSTA" means The Loan Syndications and Trading Association, Inc., a New York nonprofit corporation.

"LSTA Agreement" means the Amended and Restated Master CUSIP Agreement between Seller and LSTA, dated June 13, 2007, relating to the loan CUSIP business, which is a part of the CGS Business.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA.

"Net Working Capital" means (a) the specific current assets set forth in the sample calculation on Schedule I (but solely the line items and adjustments set forth therein) (*minus* (b) the specific current liabilities set forth in the sample calculation on Schedule I (but solely the line items and adjustments set forth therein), of the CGS Business, in each case calculated in accordance with the Transaction Accounting Principles consistently applied (with respect to clause (a), the "Adjusted Current Assets" and, with respect to clause (b), the "Adjusted Current Liabilities"); provided that Net Working Capital shall be calculated excluding (i) all amounts to the extent related to any Excluded Assets or Retained Liabilities, (ii) any deferred Tax asset, deferred Tax liability, income Tax asset or income Tax liability, (iii) the impact of intercompany accruals, receivables, accounts or other balances, (iv) receivables aged in excess of one year for which reserves have not been established on the books of Seller or its applicable Subsidiary and (v) any receivables from a customer subject to a lapsed or non-renewed Contract; provided, further, that Net Working Capital shall be calculated including (x) all accrued cash incentive compensation (including commission-based incentive compensation), together with the employer-paid portion of any employment and payroll Taxes thereon and (y) all deferred revenue (both short-term and long-term).

"Open Source Software" means (a) any Software used under a license identified as an open source license by the Open Source Initiative (www.opensource.org) and (b) any other Software that is distributed as freeware, or under similar licensing or distribution models.

"Organizational Documents" means, as applicable with respect to any specified Person, the certificate of incorporation, bylaws or equivalent governing documents of such Person.

"Permits" means permits, approvals, authorizations, consents, licenses or certificates issued by any Governmental Entity.

"Permitted Liens" means the following Liens: (a) Liens expressly disclosed on or reflected in the Business Financial Information; (b) Liens for Taxes (x) that are not yet delinquent or (y) that are being contested in good faith by appropriate Proceedings and for which appropriate reserves have been established on the books of Seller or its applicable Subsidiary; (c) statutory or common law Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen, vendors and other similar Liens imposed by Law and on a basis consistent with past practice or in the ordinary course of business with respect to obligations that are not yet due or payable or that are being contested in good faith by appropriate Proceedings; (d) Liens incurred or deposits made in the ordinary course of business and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security; (e) Liens incurred in the ordinary course of business and on a basis consistent with past practice securing Liabilities (other than Funded Debt or guarantees thereof) that are not, individually or in the aggregate, material to the CGS Business, as a whole; (f) Liens constituting non-exclusive licenses or sublicenses of, or covenants not to sue with respect to, Intellectual Property Rights or Technology granted in the ordinary course of business; (g) Liens that will be released at or prior to the Closing; and (h) Liens deemed to be created by any of the Transaction Documents.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

"Personally Identifiable Information" means (a) any information that identifies, describes, or could reasonably be used to identify or be linked with, an identified or identifiable natural person and (b) any data or information defined as "personal data," "personal information," "personally identifiable information," "nonpublic personal information" or "individually identifiable health information" under any applicable Law (including applicable Privacy Laws); an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or prior to the Closing Date.

"Primarily Related to the CGS Business" means, when used in connection with any assets, primarily used in connection with or primarily held for use in the CGS Business and, when used in connection with any Liabilities, primarily related to the CGS Business.

"Proceeding" means any judicial, administrative or arbitral actions, suits, claims, audits, reviews, inquiries, examinations, investigations, arbitrations or proceedings by or before any arbitrator or Governmental Entity.

"Purchaser Disclosure Schedules" means those certain Purchaser Disclosure Schedules dated as of the date of this Agreement, provided by Purchaser to Seller.

"Purchaser Fundamental Representations" means those representations and warranties of Purchaser set forth in Section 4.1 (*Organization, Standing and Power*), Section 4.2 (*Authority; Execution and Delivery; Enforceability*), Section 4.3 (solely with respect to clause (a)) (*No Conflicts; Consents*) and Section 4.6 (*Brokers*).

"Purchaser Taxes" means (a) any Taxes imposed on, payable by or with respect to, arising out of, or relating to the Purchased Assets, the Assumed Liabilities or the CGS Business (in each case, other than Excluded Taxes) and (b) for the avoidance of doubt, any Taxes for which Purchaser is responsible pursuant to Section 6.3.

"Registered Intellectual Property" means all United States, international or foreign (a) issued Patents and Patent applications; (b) registered Marks and applications to register Marks; (c) registered Copyrights and applications for Copyright registration; (d) domain name registrations; and (e) any other Intellectual Property Right that is subject to any filing or recording with any state, provincial, federal, government or other public or quasi-public legal authority.

"Regulatory Approvals" means all Approvals from antitrust and other Governmental Entities that are required under applicable Law (including Antitrust Laws) to permit the consummation of the Transaction and the other transactions contemplated by this Agreement.

"Representatives" of a Person means such Person's Affiliates and any officer, director, employee, investment banker, attorney, consultant, auditor, accountant or other advisor or representative of such Person or such Person's Affiliates.

"Restrictive Covenant Agreement" means any Benefit Plan or other agreement or arrangement (or, in each case, any portion thereof) between, on the one hand, Seller or any of its Subsidiaries or any of their respective Affiliates and, on the other hand, any Business Employee providing for any restrictive covenant obligations, including confidentiality, non-competition, non-solicitation, non-disparagement or any similar covenant, running from such Business Employee to Seller or its Affiliates.

"Scheduled Proceeding" means the matter listed on Section 3.6 of the Seller Disclosure Schedules.

"Seller Disclosure Schedules" means those certain Seller Disclosure Schedules dated as of the date of this Agreement, provided by Seller to Purchaser.

"Seller Entities" means Seller and all of its Subsidiaries that have any right, title or interest in and to the Purchased Assets and/or that have Liabilities in respect of, or that are otherwise subject to, any Assumed Liabilities, including the entities listed on Section 1.1(d) of the Seller Disclosure Schedules.

"Seller Fundamental Representations" means those representations and warranties of Seller set forth in Section 3.1(a) (*Organization, Standing and Power*), Section 3.2 (*Authority;*

Execution and Delivery; Enforceability); Section 3.3 (solely with respect to clause (a)) (*No Conflicts; Consents*) and Section 3.15 (*Brokers*).

"Seller Marks" means the corporate names of Seller or any of its Affiliates and any Marks, whether or not registered, in any jurisdiction, of or used by Seller or any of its Affiliates, other than the Marks included in the Transferred CGS Business Intellectual Property.

"Software" means all computer software and code, including object code and source code, in any form or medium, including any computer programs, applications, files, user interfaces, application programming interfaces, diagnostics, software development tools and kits, templates, menus, analytics and tracking tools, compilers, libraries, version control systems, operating systems, and all software implementations of algorithms, models and methodologies for any of the foregoing.

"Straddle Period" means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company or other entity whether incorporated or unincorporated, of which (a) such first Person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (b) such first Person is a general partner or managing member.

"Tangible Personal Property" means equipment, hardware, furniture, fixtures, tools, office supplies and other tangible personal property and assets that are, in each case, Primarily Related to the CGS Business, it being understood that Tangible Personal Property shall not include any Intellectual Property Rights, Software, Technology or Information Technology.

"Tax" means any tax of any kind, including any federal, state, local or foreign income, estimated, gross receipts, sales, use, *ad valorem*, receipts, value added, goods and services, profits, license, withholding, payroll, employment, disability, unemployment, excise, premium, intangible, personal and real property, net worth, capital gains, transfer, stamp, documentary, social security, environmental, alternative or add-on minimum, occupation, and any similar assessment or governmental charge in the nature of a tax, in each case, imposed by any Governmental Entity, together with all interest, penalties and additions imposed with respect to such amounts.

"Tax Proceeding" means any audit, examination, contest, litigation or other Proceeding with or against any Taxing Authority.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement required to be filed with any Taxing Authority relating to Taxes, and any schedule thereto and any amendment thereof.

"Taxing Authority" means any Governmental Entity responsible for the administration or the imposition of any Tax.

"Technology" means embodiments of Intellectual Property Rights, including documentation, materials, data, databases, Software, and know-how or knowledge of employees, relating to, embodying, or describing processes, methods, designs, formulae, recipes, technical information.

"Transaction Accounting Principles" means the accounting principles, policies, practices, procedures, categorizations, asset recognition bases, definitions, methods, judgments, estimation methodologies and other methodologies and techniques (including in respect of the exercise of judgment) as set forth and applied in Seller's most recent Form 10-K filed with the U.S. Securities and Exchange Commission on February 9, 2021, which was prepared in accordance with GAAP consistently applied.

"Transaction Documents" means this Agreement, the Transition Services Agreement, the Assignment and Assumption Agreement and Bill of Sale, the ABA Novation Agreement, the LSTA Assignment Agreement and the Foreign Assignment and Assumption Agreements.

"Transferred CGS Business Intellectual Property" means (a) Registered Intellectual Property listed on Section 1.1(e)(i) of the Seller Disclosure Schedules and (b) the Intellectual Property Rights (other than Registered Intellectual Property) owned by Seller or any of its Subsidiaries that are Primarily Related to the CGS Business or exclusively related to the CGS Business, including such rights in the Transferred Technology.

"Transferred Technology" means any Technology with respect to which Seller or any of its Subsidiaries owns (and has not licensed from a third party) the Intellectual Property Rights therein and that is Primarily Related to the CGS Business as of the Closing, including the Technology set forth on Section 1.1(f) of the Seller Disclosure Schedules; provided that Transferred Technology shall not include Information Technology, Excluded Assets, Transferred Books and Records or Tangible Personal Property.

"Treasury Regulations" means the regulations promulgated under the Code, as such regulations may be amended from time to time.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. sections 2101 et seq., as amended, or any other similar state, local or non-U.S. law.

Section 1.2 Other Defined Terms. In addition, the following terms shall have the meanings ascribed to them in the corresponding section of this Agreement:

Term	Section
409A Authorities	3.13(j)
ABA Novation Agreement	2.8(a)(v)
Adjusted Current Liabilities	1.1
Agreement	Preamble
Allocation	2.10
Alternative Financing	5.13(b)
Annual Cash Bonus	5.7(k)(i)

ARTICLE II
PURCHASE AND SALE; CLOSING

Section 2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall, and shall cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser or one of more of its controlled Affiliates, and Purchaser or one or more of its controlled Affiliates shall purchase and acquire from the Seller Entities, all of such Seller Entities' right, title and interest in and to the Purchased Assets, in each case free and clear of any Liens (other than Permitted Liens).

Section 2.2 Purchase Price. In consideration for the Purchased Assets and the other obligations of Seller pursuant to this Agreement, at the Closing, Purchaser shall (a) pay to Seller on behalf of the Seller Entities the sum of (i) one billion, nine hundred twenty-five million Dollars ($1,925,000,000) in cash (the "Base Purchase Price"), *plus* (ii) the Closing Date Net Working Capital Adjustment Amount, each as finally determined in accordance with Section 2.9 (the Base Purchase Price, as so adjusted by the Closing Date Net Working Capital Adjustment Amount, the "Purchase Price"); and (b) assume the Assumed Liabilities.

Section 2.3 Closing Date. The closing of the Transaction (the "Closing") shall take place at 9:00 a.m. New York City time, at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, on the first Business Day of the calendar month following the date on which the last of the conditions set forth in Article VII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) have been satisfied (or, to the extent permitted, waived by the parties entitled to the benefits thereof); provided, that such day is at least three (3) Business Days following the satisfaction or waiver of such conditions, otherwise the Closing will take place on the first Business Day of the next calendar month, or at such other place, time and date as may be agreed among Seller and Purchaser. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

Section 2.4 Purchased Assets. Subject to the terms and conditions of this Agreement, on the Closing Date and at the Closing, Seller shall, and shall cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser or one or more of its Affiliates, and Purchaser or one or more of its Affiliates shall purchase, acquire and accept from the Seller Entities, in each case free and clear of all Liens (other than Permitted Liens), all of the Seller Entities' right, title and interest as of the Closing in and to the following assets, properties and rights (the "Purchased Assets"):

(a) Subject to Section 2.11(d), each Contract, including those executed after the date of this Agreement, that is Primarily Related to the CGS Business, including the Contracts set forth on Section 2.4(a) of the Seller Disclosure Schedules (collectively, such Contracts or portion of such Contracts; provided that the foregoing shall not include any Excluded Enterprise Agreements or the ABA Agreement to be novated to Purchaser concurrently with the Closing pursuant to the ABA Novation Agreement, the "Business Contracts"); provided that Seller may update Section 2.4(a) of the Seller Disclosure Schedules no later than three (3) Business Days prior to the Closing Date solely to account for Business Contracts that were entered into (in each case,

subject to Section 5.2) or that have terminated in accordance with their terms after the date of this Agreement and prior to the Closing Date;

(b) (i) Any and all Tangible Personal Property exclusively related to the CGS Business, except for the Tangible Personal Property listed on Section 2.4(b)(i) of the Seller Disclosure Schedules; and (ii) the Tangible Personal Property listed on Section 2.4(b)(ii) of the Seller Disclosure Schedules; provided that the Seller Entities may update Section 2.4(b)(i) or (ii) of the Seller Disclosure Schedules no later than three (3) Business Days prior to the Closing Date to account for Tangible Personal Property that has been replaced (in each case, subject to Section 5.2) in the ordinary course after the date of this Agreement and prior to the Closing Date;

(c) The Transferred CGS Business Intellectual Property, including the right to seek damages for the infringement of any Transferred CGS Business Intellectual Property (other than with respect to Retained Claims);

(d) The Transferred Technology used or held for use by the CGS Business at Closing;

(e) Any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim (in each case, in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or non-contingent) or settlement agreements, in each case, to the extent Primarily Related to the CGS Business (including under the Business Contracts), the Purchased Assets or the Assumed Liabilities, other than any Retained Claim;

(f) Except as prohibited by Law, any and all documents, books, records, books of account, files and data, catalogs, brochures, sales literature, operating, production and other manuals, specifications, quality control records and procedures, customer and supplier lists, billing records, research and development files, certificates and other documents Primarily Related to the CGS Business, and otherwise to the extent related to the CGS Business, in the possession of and reasonably available to Seller (the "Transferred Books and Records"), other than (i) any books, records or other materials to the extent not related to the CGS Business, (ii) any Seller Tax Returns and any books and records related to Excluded Taxes or Seller Tax Returns and (iii) all personnel files of Business Employees and any other current or former employees of Seller and its Affiliates who have provided services to the CGS Business (the treatment of which is set forth in Section 2.4(g) below); provided, that if an original of any such books, records or other materials is not available, the Seller Entities shall be permitted to provide a copy; provided further that, with respect to any such books, records or other materials that are exclusively Purchased Assets pursuant to this clause (f), the Seller Entities shall be permitted to keep copies of such books, records or other materials (A) to the extent required to demonstrate compliance with applicable Law or pursuant to internal compliance procedures, (B) to the extent related to any Excluded Assets or Seller's and its Affiliates' obligations under the Transaction Documents, and (C) in the form of so-called "back-up" electronic tapes in the ordinary course of business, it being understood that the foregoing limitations do not apply to any Transferred Books and Records that are not exclusively Purchased Assets;

(g) Except as prohibited by Law, any employee or personnel files, in each case, to the extent exclusively relating to any Transferred Business Employee in the possession of and

reasonably available to Seller or its Affiliates, other than any employee or personnel files that the Seller Entities are required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Purchaser) (the "Transferred Personnel Files"); provided that, with respect to any such books, records or other materials that are Purchased Assets pursuant to this clause (g), the Seller Entities shall be permitted to keep (A) copies of such employee or personnel files to the extent required to demonstrate compliance with applicable Law or pursuant to internal compliance procedures, (B) copies of such employee or personnel files related to any Excluded Assets or Seller's and its Affiliates' obligations under the Transaction Documents, and (C) such employee or personnel files in the form of so-called "back-up" electronic tapes in the ordinary course of business;

(h) To the extent transferrable, all Information Technology, in each case, owned or licensed by Seller or any Subsidiary of Seller, set forth on Section 2.4(h) of the Seller Disclosure Schedules, including any Contracts exclusively relating thereto;

(i) Any and all goodwill generated by or associated with the CGS Business;

(j) To the extent transferrable, all Permits granted to or held by Seller or any Subsidiary of Seller in each case to the extent held Primarily Related to the CGS Business (the "Transferred Permits");

(k) All prepaid expenses, deferred charges, advance payments and security deposits, arising out of, relating to or in respect of the operation or conduct of the CGS Business;

(l) All accounts receivable, notes receivable and similar rights to receive payments or rebates to the extent arising out of, relating to or in respect of the operation or conduct of the CGS Business;

(m) The Restrictive Covenant Agreements to the extent relating to the operation or conduct of the CGS Business;

(n) Any Adjusted Current Asset;

(o) The ABA Agreement following the effectiveness of the ABA Novation Agreement, other than as provided in Section 2.5(p);

(p) (i) Notwithstanding anything to the contrary in Section 9.12, any and all books, records, memoranda, opinions, files, data and other documents, communications and information, whether written or otherwise and whether in the possession of Seller or any of its Subsidiaries or legal counsel to Seller or any of its Subsidiaries or other Designated Person (as defined below), to the extent related to the Scheduled Proceeding (collectively, the "Proceeding Records"), including any such items that are or may continue to be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine, the common interest and joint defense doctrines or any other applicable legal privileges or protections, and (ii) all rights in respect of any such legal privileges or protections, including the right to assert or not assert and/or waive any such legal privileges or protections; and

(q) All other assets, properties and rights of whatever kind and nature, primary or secondary, direct or indirect, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured, choate or inchoate or determined or determinable that are held exclusively for use, or exclusively used, by the CGS Business, in each case, whether arising before, on or after the Closing Date.

The Parties hereto acknowledge and agree that a single asset may fall within more than one of clauses (a) through (q) in this Section 2.4; such fact does not imply either that such asset shall be transferred more than once or any duplication of such asset is required.

Section 2.5 Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, Seller, the other Seller Entities and their respective Affiliates will retain and not sell, transfer, assign or convey, and Purchaser shall not acquire, any of the following assets, properties and rights of Seller and the other Seller Entities, or any asset that is not a Purchased Asset (collectively, the "Excluded Assets"):

(a) Any and all assets related to the Benefit Plans (other than with respect to the Benefit Plans assumed pursuant to Section 2.6(e) or Section 5.7);

(b) Any and all Intellectual Property Rights, other than the Transferred CGS Business Intellectual Property (including, as an Excluded Asset, the Seller Marks);

(c) Any and all Technology, other than Transferred Technology in the form transferred;

(d) Any and all Contracts and portions of Contracts and including, as Excluded Assets, any and all Excluded Enterprise Agreements, other than the Business Contracts and the ABA Agreement;

(e) Any and all owned and leased real property and other interests in real property;

(f) Except as expressly included in Section 2.4(d), any and all Tangible Personal Property;

(g) Except as expressly included in Section 2.4(h), any and all Information Technology;

(h) Any and all prepaid Taxes by, or refunds, credits, overpayments or similar items or recoveries of or against any Tax of, Seller, the Seller Entities or any of their respective Affiliates, except, in each case, to the extent such items are taken into account as an asset in determining Net Working Capital;

(i) Any Seller Tax Returns and other books and records to the extent related to Excluded Taxes or Seller Tax Returns;

(j) Any and all Cash amounts, and any and all trade receivables, accounts receivable, current assets, prepaid expenses and security deposits (in each case, other than those

of the CGS Business as of immediately prior to the Closing to the extent included in the calculation of the Closing Date Net Working Capital);

(k) All books and records related to the Retained Claims;

(l) Subject to Section 5.11, any and all insurance policies and binders and interests in insurance pools and programs and self-insurance arrangements for all periods before, through and after the Closing, including any and all refunds and credits due or to become due thereunder and any and all claims, rights to make claims and rights to proceeds on any such insurance policies for all periods before, through and after the Closing;

(m) Any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim (in each case, in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or non-contingent) or settlement agreements, in each case at any time to the extent arising out of or related to any of the Excluded Assets or Retained Liabilities (including all rights and claims under any and all warranties extended by suppliers, vendors, contractors, manufacturers and licensors in favor of Seller or any of its Affiliates in relation to any Excluded Assets), and the right to retain all proceeds and monies therefrom (collectively, the "Retained Claims");

(n) (i) all attorney-client privilege and attorney work-product protection of Seller or associated with the CGS Business as a result of legal counsel representing Seller or the CGS Business in connection with the transactions contemplated by this Agreement or any of the Transaction Documents, (ii) all documents subject to the attorney-client privilege or work-product protection described in clause (i) of this paragraph and (iii) all documents maintained by Seller in connection with the transactions contemplated by this Agreement or any of the Transaction Documents;

(o) Any Intercompany Arrangements, other than those set forth on Section 2.5(o) of the Seller Disclosure Schedules;

(p) Any and all rights reserved to Seller and the other Seller Entities under the ABA Novation Agreement;

(q) Any and all assets set forth on Section 2.5(q) of the Seller Disclosure Schedules; and

(r) Any and all assets, business lines, properties, rights and claims of Seller, the Seller Entities or any of their respective Affiliates that do not constitute the Purchased Assets.

The Parties hereto acknowledge and agree that, except as otherwise provided in this Agreement or in any other Transaction Document, neither Purchaser nor any of its Subsidiaries will acquire or be permitted to retain any direct or indirect right, title and interest in any Excluded Assets.

Section 2.6 Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Purchaser or one or more of its Affiliates shall assume and hereby agrees to pay,

discharge or perform all of the Liabilities of Seller and its Affiliates to the extent related to or arising out of the Purchased Assets or the CGS Business, in each case, whether accruing prior to, on or after Closing, known or unknown, fixed or contingent, asserted or unasserted, other than the Retained Liabilities (the "Assumed Liabilities"), including the following (to the extent not Retained Liabilities):

(a) Any and all Liabilities to the extent relating to or arising out of the Business Contracts;

(b) Any Adjusted Current Liabilities;

(c) Any and all Liabilities for Purchaser Taxes;

(d) Any and all Liabilities arising out of or relating to in any way any past, current or future businesses, operations, products, licensing or commercial practices or properties of or associated with the Purchased Assets, the Assumed Liabilities or the CGS Business;

(e) Except as otherwise provided in Section 5.7(f), 50% of any Liabilities arising under any Collective Bargaining Agreement with respect to any Business Employee (including any national, sector or local agreement) as a result of a Business Employee's termination of employment with Seller and its Subsidiaries in connection with the consummation of the Transaction and the other transactions contemplated hereby;

(f) Any and all Liabilities (i) in respect of the Transferred Business Employees arising on, prior to or after the Closing Date, (ii) relating to or arising under any Benefit Plan that is required to transfer to Purchaser under applicable Law or (iii) relating to or arising under any Benefit Plan or Liabilities assumed by Purchaser pursuant to Section 5.7;

(g) Any and all Liabilities in respect of any Proceeding, whether class, individual or otherwise in nature, in law or in equity, whether or not presently threatened, asserted or pending, to the extent arising out of, or to the extent related to, the CGS Business or the operation or conduct of the CGS Business on, prior to or after the Closing Date, other than to the extent arising out of, or to the extent related to, the Scheduled Proceeding or in respect of any Proceeding to the extent arising out of, or to the extent related to, the Scheduled Proceeding (collectively, the "Specified Proceedings") (which, for the avoidance of doubt, are the subject of Section 2.6(i));

(h) All accounts payable, trade accounts payable and trade obligations to the extent relating to or arising out of the conduct of the CGS Business or the operation of the Purchased Assets on, prior to or after the Closing Date;

(i) (i) 50% of any monetary damages or other monetary penalty or fine payable to a Governmental Entity (including as a result of settlement) to the extent arising out of, or to the extent related to, any Specified Proceeding and (ii) all non-monetary Liabilities to the extent arising out of, or to the extent related to, any Specified Proceeding; and

(j) All other Liabilities that are not the subject of clauses (a) through (i) of this Section 2.6 to the extent relating to or arising out of the conduct of the CGS Business or the operation of the Purchased Assets on, prior to or after the Closing Date.

The Parties hereto acknowledge and agree that a single Liability may fall within more than one of clauses (a) through (j) in this Section 2.6; such fact does not imply that (i) such Liability shall be transferred more than once or (ii) any duplication of such Liability is required. The fact that a Liability may be excluded under one clause does not imply that it is not intended to be included under another clause.

Section 2.7 Retained Liabilities. Notwithstanding anything to the contrary in Section 2.6, Purchaser and its Affiliates shall not assume the following Liabilities of Seller or any of its Affiliates (the "Retained Liabilities"), all of which Seller and its Affiliates shall retain and hereby agree to pay, perform and discharge when due; provided that the Retained Liabilities shall not include any Adjusted Current Liabilities:

(a) Liabilities for which Seller or any other Seller Entity expressly has responsibility pursuant to this Agreement or any other Transaction Document;

(b) Liabilities to the extent arising out of or related to the Excluded Assets or other Retained Liabilities or the operation or conduct of any business of Seller or any of its Affiliates other than the CGS Business;

(c) Except as set forth in Section 2.6(e), Section 2.6(f) or Section 5.7, (i) any and all Liabilities relating to or arising under any Benefit Plan, Multiemployer Plan or other benefit plan, program, policy, agreement or arrangement sponsored, maintained or contributed to by Seller or any of its Subsidiaries or any of their respective ERISA Affiliates (or for which Seller or any of its Subsidiaries or any of their respective ERISA Affiliates has any Liability, whether actual or contingent), (ii) any and all Liabilities relating to all officers, directors, employees, consultants and independent contractors of Seller and its Affiliates, including current and former Business Employees and (iii) as set forth on Section 2.7(c) of the Seller Disclosure Schedule;

(d) Except as otherwise provided in Section 5.7(f), (i) 50% of any Liabilities arising under any Collective Bargaining Agreement with respect to any Business Employee (including any national, sector or local agreement) as a result of a Business Employee's termination of employment with Seller and its Subsidiaries in connection with the consummation of the Transaction and the other transactions contemplated hereby and (ii) 100% of any severance, termination indemnity, redundancy or similar termination payments or benefits required by applicable Law that may become payable to any Business Employee located in any non-U.S. jurisdiction as a result of a Business Employee's termination of employment with Seller and its Subsidiaries in connection with the consummation of the Transaction and the other transactions contemplated hereby;

(e) Liabilities relating to any Indebtedness;

(f) Liabilities relating to any fees, expenses, costs or any other expenditures for legal, accounting, financial advisory, consulting, finders, travel, filing, printing or other similar

services or products, or any other fees, expenses, costs or expenditures, in each case incurred by or at the direction of Seller or its Affiliates related to the solicitation of any other potential purchasers of the CGS Business or otherwise incurred in connection with the Transactions or the preceding sale process or the Merger or the other transactions contemplated by the Merger Agreement;

(g) Any and all Liabilities for Excluded Taxes (it being agreed and understood that, notwithstanding any other provisions of this Agreement to the contrary, Sections 2.7(a), 2.7(e) (other than with respect to clause (f) of the definition of Indebtedness) and 2.7(h) shall not be considered to cover or include Taxes); and

(h) 50% of any monetary damages or other monetary penalty or fine payable to a Governmental Entity (including as a result of a settlement) to the extent arising out of, or to the extent related to, any Specified Proceeding.

Seller and Purchaser acknowledge and agree that neither Purchaser nor any of its Affiliates will be required to assume, pay, perform or discharge any Retained Liabilities. The Parties hereto acknowledge and agree that a single Liability may fall within more than one of clauses (a) through (h) in this Section 2.7; such fact does not imply that any duplication of such Liability is required. The fact that a Liability may be excluded under one clause does not imply that it is not intended to be included under another clause.

Section 2.8 Closing Deliveries.

(a) At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller (or one or more other Seller Entities designated by Seller) the following:

(i) payment, by wire transfer(s) to one or more bank accounts designated in writing by Seller (such designation to be made by Seller at least two (2) Business Days prior to the Closing Date), of an amount in immediately available funds equal to the Estimated Purchase Price;

(ii) the certificate to be delivered pursuant to Section 7.3(c);

(iii) a counterpart of the Assignment and Assumption Agreement and Bill of Sale for the Purchased Assets and the Assumed Liabilities, by and between the Seller Entities and Purchaser, in substantially the form attached as Exhibit A hereto (the "Assignment and Assumption Agreement and Bill of Sale"), duly executed by Purchaser;

(iv) a counterpart of the Transition Services Agreement, in substantially the form attached as Exhibit B hereto (the "Transition Services Agreement"), duly executed by Purchaser; and

(v) in respect of each non-U.S. jurisdiction in which Purchased Assets or Assumed Liabilities are located, a counterpart to the applicable Foreign Assignment And Assumption Agreement, duly executed by Purchaser.

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

(i) the certificate to be delivered pursuant to Section 7.2(c);

(ii) a counterpart of the Assignment and Assumption Agreement and Bill of Sale duly executed by Seller and each other Seller Entity named as a party thereto;

(iii) a counterpart of the Transition Services Agreement, duly executed by Seller and each Subsidiary of Seller named as a party thereto;

(iv) a duly executed IRS Form W-9 from each Seller Entity (or, if such Seller Entity is a "disregarded entity" for U.S. federal income Tax purposes, its regarded owner) that is a United States Person, within the meaning of Section 7701(a)(30) of the Code (a "U.S. Person"); and

(v) in respect of each non-U.S. jurisdiction in which Purchased Assets or Assumed Liabilities are located, a counterpart to the applicable Foreign Assignment and Assumption Agreement, duly executed by Seller and each other Seller Entity named as a party thereto.

Section 2.9 Adjustment to Base Purchase Price.

(a) Not earlier than fifteen (15) and not less than five (5) Business Days prior to the Closing Date, Seller shall cause to be prepared and delivered to Purchaser a written statement (the "Estimated Closing Statement") setting forth (i) Seller's good-faith estimate of Closing Date Net Working Capital (such estimate, the "Estimated Closing Date Net Working Capital"), (ii) Seller's calculation of the Estimated Closing Date Net Working Capital Adjustment Amount, and (iii) on the basis of the foregoing, a calculation of the Estimated Purchase Price, in each case, together with reasonable supporting detail with respect to the calculation of all such amounts. The Estimated Closing Statement shall set forth the calculations of such amounts in a manner consistent with Section 2.9(g). Seller shall provide Purchaser with a reasonable opportunity to review and to propose comments to the Estimated Closing Statement. Within five (5) Business Days after the delivery of the Estimated Closing Statement, if Purchaser has any objections to Seller's calculation of the Estimated Purchase Price, Purchaser may provide a written statement of its objections to Seller, which Seller shall consider in good faith (it being understood that Seller will be able to accept or reject any such comments in its sole discretion and the Parties will be required to consummate the Closing based on the Estimated Closing Statement, as amended as applicable to reflect any of Purchaser's comments accepted by Seller in its sole discretion).

(b) As promptly as reasonably practicable, and in any event within sixty (60) days, after the Closing Date, Purchaser shall prepare or cause to be prepared, and will provide to Seller, a written statement (the "Post-Closing Statement"), setting forth in reasonable detail, with reasonable supporting documentation, Purchaser's good faith calculation of (A) Closing Date Net Working Capital and (B) Closing Date Net Working Capital Adjustment Amount, and on the basis of the foregoing, its calculation of the Purchase Price. For the avoidance of doubt, in no event

shall the Post-Closing Statement be permitted to be delivered on more than one occasion or amended subsequent to the initial submission.

(c) Within forty-five (45) days following receipt by Seller of the Post-Closing Statement, Seller shall deliver written notice to Purchaser of any good faith dispute Seller has with respect to the calculation, preparation or content of the Post-Closing Statement (the "Dispute Notice"); provided that if Seller does not deliver any Dispute Notice to Purchaser within such forty-five (45)-day period, the Post-Closing Statement will be final, conclusive and binding on the Parties hereto. The Dispute Notice shall set forth in reasonable detail (i) any item on the Post-Closing Statement that Seller disputes and (ii) Seller's position on the appropriate amount of such item; provided that Seller shall be deemed to have agreed with all other items and amounts on the Post-Closing Statement. Upon receipt by Purchaser of a Dispute Notice, Purchaser and Seller shall negotiate in good faith to resolve any dispute set forth therein. If Purchaser and Seller fail to resolve any such dispute within thirty (30) days after delivery of the Dispute Notice (the "Dispute Resolution Period"), then Purchaser and Seller jointly shall engage, within ten (10) Business Days following the expiration of the Dispute Resolution Period, a nationally recognized major accounting firm selected jointly by Seller and Purchaser (the "Independent Accounting Firm") to resolve any such dispute; provided that, if Seller and Purchaser are unable to agree on the Independent Accounting Firm, then each of Seller and Purchaser shall select a nationally recognized major accounting firm, and the two (2) firms will mutually select a third (3rd) nationally recognized major accounting firm to serve as the Independent Accounting Firm. As promptly as practicable, and in any event not more than fifteen (15) days following the engagement of the Independent Accounting Firm, Purchaser and Seller shall each prepare and submit a presentation detailing each Party's complete statement of proposed resolution of each issue still in dispute to the Independent Accounting Firm. Purchaser and Seller shall instruct the Independent Accounting Firm to, as soon as practicable after the submission of the presentations described in the immediately preceding sentence and in any event not more than twenty (20) days following such presentations, make a final determination, binding on the Parties to this Agreement, of the appropriate amount of each of the line items that remain in dispute as indicated in the Dispute Notice. The Independent Accounting Firm shall make such final determination based solely on the written submissions of Purchaser, on the one hand, and Seller, on the other hand, regarding the appropriate amount of each of the line items that remain in dispute as indicated in the Dispute Notice which Seller and Purchaser have submitted to the Independent Accounting Firm. With respect to each disputed line item, such determination, if not in accordance with the position of either Seller or Purchaser, shall not be in excess of the higher, nor less than the lower, of the amounts advocated by Seller or Purchaser, as applicable, in their respective presentations to the Independent Accounting Firm described above. Notwithstanding the foregoing, the scope of the disputes to be resolved by the Independent Accounting Firm shall be limited to the disputed line items submitted to the Independent Accounting Firm by Purchaser and Seller and whether any disputed determinations of the Closing Date Net Working Capital were properly calculated in accordance with the Transaction Accounting Principles and this Agreement. Absent fraud or manifest error, all determinations made by the Independent Accounting Firm, and the Post-Closing Statement, as modified by the Independent Accounting Firm, shall be final, conclusive and binding on the Parties hereto. The Parties hereto agree that any adjustment as determined pursuant to this Section 2.9(c) shall be treated as an adjustment to the Purchase Price, except as otherwise required by Law.

(d) All fees and expenses relating to the work, if any, to be performed by the Independent Accounting Firm shall be borne by Seller and Purchaser in proportion to the allocation of the dollar value of the amounts in dispute between Seller and Purchaser resolved by the Independent Accounting Firm, such that the Party prevailing on the greatest dollar value of such disputes pays the lesser proportion of the fees. For example, should the items in dispute total one thousand Dollars ($1,000) and the Independent Accounting Firm awards six hundred Dollars ($600) in favor of Seller's position, then 60% of the costs of its review would be borne by Purchaser and 40% of the costs of its review would be borne by Seller.

(e) For purposes of complying with the terms set forth in this Section 2.9, each of Seller and Purchaser shall reasonably cooperate with and make available to each other and their respective Representatives all information, records, data and working papers, in each case to the extent relevant to the preparation of the Estimated Closing Statement or the Post-Closing Statement, as applicable, and shall permit reasonable access during normal working hours to its facilities and personnel that were involved in the preparation of the Estimated Closing Statement or the Post-Closing Statement, as applicable, as may be reasonably required in connection with the preparation and analysis of the Post-Closing Statement and the resolution of any disputes thereunder.

(f) If the Purchase Price as finally determined pursuant to this Section 2.9 exceeds the Estimated Purchase Price, Purchaser shall pay or cause to be paid an amount in cash equal to such excess to Seller by wire transfer of immediately available funds to an account or accounts designated in writing by Seller to Purchaser; and if the Purchase Price as finally determined pursuant to this Section 2.9 is less than the Estimated Purchase Price, then Seller shall pay or cause to be paid an amount in cash equal to such difference to Purchaser by wire transfer of immediately available funds to an account or accounts designated in writing by Purchaser to Seller. Any payment required to be made pursuant to this Section 2.9(f) shall be made within five (5) Business Days of the date on which the Purchase Price is finally determined pursuant to this Section 2.9.

(g) Each of the Estimated Closing Statement (including the Estimated Purchase Price and components thereof) and the Post-Closing Statement (including the Purchase Price and components thereof) shall be prepared and calculated in accordance with the definitions of such terms contained in the Agreement and the Transaction Accounting Principles consistently applied. Neither the calculations nor the purchase price adjustment to be made pursuant to this Section 2.9 is intended to be used to adjust for errors or omissions, under GAAP or otherwise, that may be found with respect to the Business Financial Information or the Closing Date Net Working Capital Target. No event, act, change in circumstance or similar development, including any market or business development or change in GAAP or applicable Law, arising or occurring after the Closing, shall be taken into consideration in the calculations to be made pursuant to this Section 2.9.

(h) Purchaser agrees that, following the Closing through the date that the Post-Closing Statement becomes final, conclusive and binding in accordance with this Section 2.9, it will not take or permit to be taken any actions with respect to any accounting books, records, policies or procedures that would impede or delay, or reasonably be expected to impede or delay,

the final determination of the Purchase Price or the preparation of any Dispute Notice, in each case, in the manner and utilizing the methods provided by this Agreement.

Section 2.10 Purchase Price Allocation. Seller and Purchaser agree to allocate and, as applicable, to cause their relevant Affiliates to allocate, the Purchase Price (as finally determined pursuant to Section 2.9) and any other items that are treated as additional consideration for Tax purposes among the Purchased Assets. No later than sixty (60) days after the date on which the Purchase Price is finally determined pursuant to Section 2.9, Seller shall deliver to Purchaser a proposed allocation of the Purchase Price (as finally determined pursuant to Section 2.9) and any other items that are treated as additional consideration for Tax purposes as of the Closing Date determined in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Seller's Allocation"). If Purchaser disagrees with Seller's Allocation, Purchaser may, within thirty (30) days after delivery of Seller's Allocation, deliver a written notice (the "Purchaser's Allocation Notice") to Seller to such effect, specifying those items as to which Purchaser disagrees and setting forth Purchaser's proposed allocation. If the Purchaser's Allocation Notice is duly delivered, Seller and Purchaser shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (as finally determined pursuant to Section 2.9) and any other items that are treated as additional consideration for Tax purposes. If Seller and Purchaser are unable to reach such agreement, the Parties shall be entitled to use separate allocations of the Purchase Price. The allocation, as prepared by Seller if no Purchaser's Allocation Notice has been given or as adjusted pursuant to any agreement between Seller and Purchaser, if any (the "Allocation"), shall be conclusive and binding on the Parties hereto. Seller and Purchaser shall not, and shall cause their respective Affiliates not to, take any position inconsistent with the Allocation on any Tax Return or in any Tax Proceeding, in each case, except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of state, local or foreign Law).

Section 2.11 Non-Assignment; Consents.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to sell, assign, transfer or convey any Purchased Asset if an attempted sale, assignment, transfer or conveyance thereof would be prohibited by Law or would, without the approval, authorization or consent of, filing with, notification to, or granting or issuance of any license, order, waiver or permit by, any third party or Governmental Entity (collectively, "Approvals" and such assets, collectively, the "Non-Assignable Assets"), (i) constitute a breach or other contravention thereof, or result in any acceleration of obligations of Seller or any of its Subsidiaries or the exercise of rights or remedies by any counterparty, including rights of recapture or termination (including in the case of any request for approval or consent, in which case no such request shall be made without the agreement of the Parties), (ii) be ineffective, void or voidable, or (iii) adversely affect in any material respect the rights thereunder of Seller, any of its Subsidiaries, Purchaser or any of their respective Affiliates, unless and until such Approval is obtained, it being understood that the obtainment of any Approval solely by virtue of this Section 2.11(a) is not a condition to the Closing and that, subject to the satisfaction of the conditions set forth in Article VII, the Closing shall proceed in accordance with this Agreement, and Purchaser shall pay the full Estimated Purchase Price at the Closing without the sale, assignment, conveyance, transfer or delivery of such Non-Assignable Assets.

(b) Prior to the Closing and continuing for a period of one (1) year following the Closing Date, Seller and Purchaser shall use commercially reasonable efforts to obtain, or cause to be obtained, any Approval (other than Regulatory Approvals, which shall be governed by Section 5.1) (collectively, the "Non-Regulatory Approvals") required to sell, assign or transfer the Non-Assignable Assets and to obtain the unconditional release of Seller and its Affiliates so that Purchaser and its Affiliates shall be solely responsible for the related Liabilities (including the Assumed Liabilities) after Closing (provided that, for the avoidance of doubt, obtaining such unconditional release shall not be part of obtaining the Approval for any such Non-Assignable Asset). If any such Approval is not obtained prior to Closing, until the earliest of (i) such time as such Approval or Approvals are obtained, or such Approval or Approvals have been denied in writing, (ii) one (1) year following the Closing Date and (iii) with respect to a Non-Assignable Asset that is a Contract, the expiration of the term of such Contract in accordance with its current term or the execution of a replacement Contract following the Closing by Purchaser or its Affiliate, then Seller shall cooperate with Purchaser to the extent permitted by such Contract and applicable Law, in any arrangement reasonably acceptable to Purchaser and Seller intended to both (x) provide Purchaser, to the fullest extent practicable, the claims, rights and benefits of any such Purchased Assets and (y) cause Purchaser to assume and bear all costs and Liabilities thereunder from and after the Closing in accordance with this Agreement (including by means of any subcontracting, sublicensing or subleasing arrangement). In furtherance of the foregoing, Purchaser will promptly pay, perform or discharge when due any Liability arising thereunder after the Closing Date.

(c) Notwithstanding anything herein to the contrary, none of Seller, any of its Subsidiaries nor Purchaser shall have any obligation under this Agreement or otherwise to pay any consent, approval or waiver "fee," discount, rebate or any money or other consideration beyond administrative costs to any Person, agree to any modification or amendment of or any concession to any counterparty to any Contract, or to initiate any Proceeding against any Person in order to obtain any Non-Regulatory Approvals.

(d) For so long as the Seller Entities hold any Purchased Assets and provide Purchaser any claims, rights and benefits of any such Purchased Asset pursuant to an arrangement described in Section 2.11(a) or Section 2.11(b), Purchaser shall indemnify and hold harmless Seller, the other Seller Entities and their respective Affiliates from and against all losses, liabilities, damages and costs incurred or asserted as a result of Seller's or any such Affiliate's or their respective Affiliate's post-Closing direct or indirect ownership, management or operation of any such Purchased Assets (only to the extent that such losses, liabilities, damages and costs relate to the CGS Business). Notwithstanding anything contained herein to the contrary, any transfer or assignment to Purchaser of any Purchased Asset that shall require an Approval as described above in this Section 2.11 shall be made subject to such Approval being obtained.

Section 2.12 Bulk Sales Waiver. Purchaser and its Affiliates acknowledge that the Seller Entities have not taken, and do not intend to take, any actions required to comply with any applicable "bulk transfer law" or "bulk sales law" (or any similar Law) of any jurisdiction. Purchaser and its Affiliates hereby waive compliance by the Seller Entities with the provisions of any "bulk transfer law" or "bulk sales law" (or any similar Law) of any jurisdiction in connection with the transactions contemplated by this Agreement.

Section 2.13 Wrong Pocket Assets and Liabilities. Upon the terms and conditions set forth in this Agreement and the other Transaction Documents, if, following the Closing (but subject to Section 2.11) (i) any Purchased Asset or Assumed Liability remained with Seller, any other Seller Entity or any other Subsidiary of Seller, Seller, such Seller Entity or such Subsidiary (as the case may be) shall transfer without effect on the Purchase Price, such Purchased Asset or Assumed Liability as soon as reasonably practicable to Purchaser (or Purchaser's designees) and Purchaser (or Purchaser's designees, as the case may be) shall accept any such Purchased Asset and assume any such Assumed Liability, and (ii) any asset that is not a Purchased Asset or Liability that is not an Assumed Liability transferred to Purchaser in deviation from the terms and conditions of this Agreement or any other Transaction Document, Purchaser or its designees, as applicable, shall transfer without effect on the Purchase Price, such asset or Liability as soon as reasonably practicable to Seller or the applicable Seller Entity as directed by Seller, and Seller or the applicable Seller Entity shall accept any such asset and assume any such Liability. Prior to any such transfer, the Person receiving or possessing such Purchased Asset or Assumed Liability, or other asset or Liability, as the case may be, shall hold such asset or Liability in trust for or on behalf of the Person to which it shall be transferred pursuant to this Section 2.13.

Section 2.14 Foreign Transfer and Acquisition Agreements. The assignment, transfer and conveyance of the Purchased Assets and the assumption of the Assumed Liabilities in non-U.S. jurisdictions, if required by applicable Law, will be effected pursuant to an individual short-form assignment and assumption agreement (each, a "Foreign Assignment and Assumption Agreement") on a country-by-country basis in substantially the form attached as Exhibit C hereto, with such changes as are reasonably agreed by the Parties based on the requirements of applicable foreign Law; provided in each case that the Foreign Assignment and Assumption Agreements shall serve purely to effect the legal transfer of the applicable Purchased Assets and the legal assumption of the applicable Assumed Liabilities and shall not have any effect on the value being received by Purchaser or given by Seller, including the allocation of assets and Liabilities as between them, all of which shall be determined in accordance with this Agreement. No such Foreign Assignment and Assumption Agreement shall in any way modify, amend or constitute a waiver of any provision of this Agreement or include any additional representations or warranties, covenants or agreements except to the extent required by the Law of the applicable jurisdiction or to the extent required to effectuate the assignment, transfer or conveyance of the applicable Purchased Asset or the assumption of the applicable Assumed Liability in such jurisdiction, and, in the event of any inconsistency between this Agreement and a Foreign Assignment and Assumption Agreement, this Agreement will control to the extent permissible under applicable Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in, or qualified by any matter set forth in, the Seller Disclosure Schedules (it being agreed that the disclosure of any matter in any section in the Seller Disclosure Schedules shall be deemed to have been disclosed in any other section in the Seller Disclosure Schedules to which the applicability of such disclosure is reasonably apparent on the face of such disclosure), Seller hereby represents and warrants to Purchaser as follows:

Section 3.1 Organization, Standing and Power.

(a) Each of Seller and the other Seller Entities is duly organized, validly existing and in good standing (where applicable) under the Laws of its jurisdiction of organization and has all necessary organizational power and authority to carry on the CGS Business as presently conducted, except (other than with respect to such entity's due organization and valid existence) as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

(b) Each of Seller and the other Seller Entities is licensed or qualified to do business and is in good standing in each jurisdiction in which the properties or assets owned or leased by it or the operation of the CGS Business makes such licensing or qualification necessary, except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

Section 3.2 Authority; Execution and Delivery; Enforceability. Each Seller Entity has all necessary power and authority to execute the Transaction Documents, as applicable, to which it is or will be a party and to consummate the Transaction and the other transactions contemplated hereby and thereby. The execution and delivery by each Seller Entity of the Transaction Documents, as applicable, to which it is or will be a party and the consummation by it of the Transaction and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or other action of Seller and the other Seller Entities. Seller has duly executed and delivered this Agreement, and will duly execute and deliver (and cause the other Seller Entities to duly execute and deliver) the other Transaction Documents to which a Seller Entity is or will be a party, and assuming due authorization, execution and delivery by Purchaser, this Agreement will constitute Seller's valid and binding obligation and the other Transaction Documents will constitute the valid and binding obligation of each Seller Entity party thereto, in each case, enforceable against each such Seller Entity in accordance with its terms, subject to the effect of any Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law) (the "Enforceability Exceptions").

Section 3.3 No Conflicts; Consents. The execution and delivery by each Seller Entity of this Agreement and the other Transaction Documents to which it is or will be a party does not and will not, and the consummation of the Transaction and the other transactions contemplated hereby and thereby and compliance by such Seller Entity with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, require any consent or other action by any Person, or give rise to a right of termination, cancellation or acceleration of any right or obligation or any loss of any benefit under, or result in the creation of any Lien (other than Permitted Liens) upon any of the Purchased Assets under, any provision of (a) the Organizational Documents of any Seller Entity, (b) any Judgment or Law applicable to the CGS Business or to which any Seller Entity is subject or (c) any Business Contract, except, with respect to the foregoing clauses (b) and (c), for any such items that would not, individually or in the aggregate, reasonably be expected to have a Business Material Adverse Effect or impair or materially delay the ability of Seller to perform its obligations under this Agreement or consummate the Transaction and the other transactions contemplated hereby. Assuming the truth and accuracy of the representations and warranties of Purchaser set forth in

Article IV, no Approval of any Governmental Entity is required to be obtained or made by or with respect to Seller or the other Seller Entities in connection with the execution, delivery and performance of this Agreement or the other Transaction Documents or the consummation of the Transaction and the other transactions contemplated hereby and thereby, other than (i) compliance with any applicable requirements of the HSR Act and with other applicable Law or other legal restraint designed to govern competition, trade regulation, foreign investment, or national security or defense matters or to prohibit, restrict or regulate actions with the purpose or effect of monopolization or restraint of trade (collectively, together with the HSR Act, the "Antitrust Laws"), (ii) compliance with the EC Commitments and approval of the Transaction by the EC, (iii) in respect of any licenses or Permits set forth on Section 3.3(iii) of the Seller Disclosure Schedules and (iv) those that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Business Material Adverse Effect or to impair or materially delay the ability of Seller to perform its obligations under this Agreement or consummate the Transaction and the other transactions contemplated hereby.

Section 3.4 Proceedings.

(a) There are no Proceedings pending or, to the Knowledge of Seller, threatened in writing, against Seller or the other Seller Entities arising out of or relating to the CGS Business, that would, individually or in the aggregate, reasonably be expected to have a Business Material Adverse Effect or impair or materially delay the ability of Seller to perform its obligations under this Agreement or consummate the Transaction and the other transactions contemplated hereby.

(b) There is no Judgment arising out of or relating to any Seller Entity in connection with the CGS Business that would, individually or in the aggregate, reasonably be expected to have a Business Material Adverse Effect or impair or materially delay the ability of Seller to perform its obligations under this Agreement or consummate the Transaction and the other transactions contemplated hereby.

Section 3.5 Financial Information; Absence of Undisclosed Liabilities.

(a) Section 3.5(a) of the Seller Disclosure Schedules sets forth true and complete copies of the combined financial information of CGS consisting of the balance sheet accounts associated with the CGS Business as of September 30, 2021 and December 31, 2020 and 2019 and the related adjusted statements of operations and statement of profits and losses for the nine-month period and fiscal year, as applicable, then ended (such items, together with the notes and schedules thereto, collectively, the "Business Financial Information").

(b) The Business Financial Information (i) have been derived from the books and records of Seller, the other Seller Entities and their respective Subsidiaries and include the application of certain management judgements made in good faith, (ii) fairly present, in accordance with GAAP, in all material respects, the combined financial position of the CGS Business as of the date thereof and the combined results of operations of the CGS Business for the period covered therein and (iii) have been prepared as between such Business Financial Information on a comparable basis in accordance with GAAP and on the basis of the same accounting principles, methods and procedures, consistently applied in all material respects throughout the periods indicated; provided that the Business Financial Information and the foregoing representations and

warranties are qualified by the fact that the CGS Business has not operated as a separate standalone entity and therefore the Business Financial Information do not include all of the costs necessary for the CGS Business to operate as a separate standalone entity, nor do they necessarily represent the financial, operating or other results of the CGS Business had the CGS Business been operated as a standalone entity.

(c) There are no Liabilities of the CGS Business of any nature (whether accrued, absolute, contingent or otherwise), except Liabilities (i) reflected or reserved against in the balance sheet accounts as of September 30, 2021 included in the Business Financial Information, (ii) incurred in the ordinary course of business since September 30, 2021, (iii) that are Retained Liabilities or will be reflected in the Closing Date Net Working Capital, (iv) incurred by entering into this Agreement or the other Transaction Documents or otherwise incurred in connection with the Transactions or (v) as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

Section 3.6 Absence of Changes or Events.

(a) Except in connection with or in preparation for the Transaction and the other transactions contemplated by this Agreement, since December 31, 2020 through the date of this Agreement, the CGS Business has been conducted in all material respects in the ordinary course (other than in connection with any action taken, or omitted to be taken, pursuant to any COVID-19 Measures or which was otherwise taken, or omitted to be taken, in response to COVID-19, as determined in good faith by Seller in its reasonable discretion).

(b) Since December 31, 2020 through the Closing Date, there has not been, individually or in the aggregate, a Business Material Adverse Effect or any Effect that would reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

(c) Since December 31, 2020 through the date of this Agreement, there has not been any action of the type described in Section 5.2(b)(iii), (iv), (v), (vi), (vii), (ix) or (x), or with respect to any of the foregoing, Section 5.2(b)(xii), which action would be in violation of Section 5.2(b) had such action been taken after the date of this Agreement and prior to the Closing.

Section 3.7 Sufficiency of Assets; Title.

(a) As of the Closing, the Purchased Assets, (i) taking into account the Transition Services Agreement and all of the assets and services (other than Intellectual Property Rights) to be provided, acquired, leased or licensed under the Transaction Documents, (ii) assuming all Approvals have been obtained or transferred, (iii) excluding the Excluded Services (as such term is defined in the Transition Services Agreement), (iv) assuming all Business Employees remain employed by, or a contractor or consultant of, the CGS Business at the Closing and (v) assuming that Purchaser enters into sufficient replacements for the Excluded Enterprise Agreements set forth on Section 3.7(a) of the Seller Disclosure Schedules, constitute all of the assets and services (other than real property) used in or necessary to conduct the CGS Business in all material respects in the manner conducted by Seller as of immediately prior to the Closing. The foregoing is not, and is not intended to be, a representation or warranty of any kind with respect to

Intellectual Property Rights, which representations and warranties are solely as set forth in Section 3.8.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, Seller or another Selling Entity has good and valid title to, or the right to transfer (or cause to be transferred) in accordance with the terms of this Agreement and the transactions contemplated hereby, all of the Purchased Assets, free and clear of all Liens (other than Permitted Liens).

Section 3.8 Intellectual Property.

(a) Section 3.8(a) of the Seller Disclosure Schedules sets forth a true and complete list as of the date hereof of Registered Intellectual Property included in the Transferred CGS Business Intellectual Property (the "Registered CGS Business Intellectual Property"). Other than the Registered CGS Business Intellectual Property, neither Seller nor any of its Subsidiaries own any Registered Intellectual Property that is Primarily Related to the CGS Business.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect: (i) Seller has not received notice (in writing, or to the Knowledge of Seller, otherwise) that any of the CGS Business Intellectual Property is subject to any Judgment adversely affecting the use thereof by, or rights thereto of, Seller or any of its Subsidiaries (as applicable); (ii) Seller has not received notice (in writing, or to the Knowledge of Seller, otherwise) of any Proceeding concerning the ownership, registrability, patentability, validity or enforceability of any CGS Business Intellectual Property (other than ordinary course proceedings related to the application for any item of the Registered CGS Business Intellectual Property); (iii) each item of the Registered CGS Business Intellectual Property is subsisting and, to the Knowledge of Seller, not invalid or unenforceable; (iv) to the Knowledge of Seller, no Person is infringing, misappropriating or otherwise violating any CGS Business Intellectual Property; (v) there are no pending Proceedings brought by Seller against any third party and Seller has not provided notice (in writing, or to the Knowledge of Seller, otherwise) to any third party since January 1, 2020 until the date of this Agreement, alleging infringement, misappropriation or other violation of any CGS Business Intellectual Property by such third party; and (vi) there are no pending Proceedings against Seller brought by any third party and Seller has not received notice (in writing, or to the Knowledge of Seller, otherwise) from any third party since January 1, 2020 until the date of this Agreement, alleging that the operation of the CGS Business or the products and services of the CGS Business infringe, misappropriate or otherwise violate any Intellectual Property Rights of such third party.

(c) The Intellectual Property Rights licensed to Purchaser and its Affiliates pursuant to the Transaction Documents and the CGS Business Intellectual Property include all of the Intellectual Property Rights used in or necessary to conduct the CGS Business in all material respects in the manner currently conducted as of immediately prior to the Closing.

(d) Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, Seller and the Seller Entities are current in the payment of all registration, maintenance and renewal fees with respect to the Registered CGS Business Intellectual Property.

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, (i) Seller and each of its Subsidiaries have taken commercially reasonable steps to protect and maintain any Trade Secrets included in the CGS Business Intellectual Property and (ii) there have been no unauthorized uses or disclosures of any such Trade Secrets. In respect of the CGS Business, neither Seller, the Seller Entities nor their respective Affiliates has disclosed, delivered or licensed, or is aware of any disclosure by any third party of, the source code of any Software or any Trade Secret in each case included in the Transferred CGS Business Intellectual Property used by the CGS Business, other than disclosures to Persons subject to confidentiality obligations restricting the use and disclosure of such source code or Trade Secret and in the ordinary course of business, except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect. To the Knowledge of Seller, there has been no unauthorized theft, reverse engineering, decompiling, disassembling of or other unauthorized access to any Transferred Technology.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, (i) each employee or independent contractor who has created or developed any Transferred CGS Business Intellectual Property has either by operation of law or a valid written agreement assigned to the applicable Seller Entity all such Intellectual Property Rights in such Person's contribution and (ii) as of the date hereof, no current or former employee, independent contractor, agent or other representative has challenged any Seller Entities' ownership of any Transferred CGS Business Intellectual Property.

(g) To the extent any such written specifications and related documentation exist, the Transferred Technology, including Software, is in compliance in all material respects with their written specifications without material defects or errors when used in accordance with such specifications and related documentation. Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, (i) the Transferred Technology, including Software, does not (A) contain any virus, "trojan horse", worm or other Software routines designed to or that otherwise may permit unauthorized access to or disable, erase or otherwise harm such Transferred Technology and (B) incorporate, link to or otherwise interact with any software licensed under an Open Source Software license in a manner that requires the disclosure or distribution to any Person or the public of any portion of the source code of any Software included in the Transferred Technology or prohibits or limits the receipt of consideration in connection with licensing, sublicensing or distributing of such Software and (ii) Seller and each of its Subsidiaries are in compliance with the terms and conditions of all licenses for Open Source Software to which any Software included in the Transferred Technology is subject, including notice and attribution obligations.

Section 3.9 Real Property. There is no owned or leased real property Primarily Related to the CGS Business.

Section 3.10 Contracts.

(a) Section 3.10(a) of the Seller Disclosure Schedules sets forth as of the date of this Agreement a true and complete list of each of the following Business Contracts and Excluded Enterprise Agreements (other than purchase orders and invoices, and, in each case, other than any Contract that is used to provide services, assets or products pursuant to the Transaction

Documents) (each such Contract set forth or required to be set forth in Section 3.10(a) of the Seller Disclosure Schedules, collectively, and together with the ABA Agreement and the LSTA Agreement, the "Material Contracts"):

(i) any Contract with one of the Material Customers or the Material Vendors;

(ii) any Contract with a distributor for the CGS Business that requires payments in excess of one million Dollars ($1,000,000) per year;

(iii) any joint venture, partnership or other similar agreement involving co-investment, profit-sharing or similar arrangements between the CGS Business with a third party;

(iv) any Contract containing covenants that would restrict or limit in any material respect the ability of the CGS Business (or Purchaser or any of its Affiliates after the Closing) to compete in any business or with any Person or in any geographic area (excluding Contracts that (A) are terminable by Seller or its Affiliate(s) part(ies) thereto without cause on no more than ninety (90) days' prior notice to the other part(ies) thereto or (B) have a term expiring within six (6) months after the date hereof);

(v) any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) under which, after the Closing, the CGS Business will have a material obligation with respect to an "earn out", contingent purchase price or similar contingent payment obligation or any other material Liability or that has not been consummated as of the date hereof;

(vi) any Contract relating to the placing of a Lien (other than a Permitted Lien) on any of the Purchased Assets;

(vii) any Contract material to the CGS Business providing for a material obligation for the indemnification of any Person by Seller or any of its Affiliates in respect of the CGS Business (excluding indemnification of customers, vendors and counterparties to other Business Contracts in the ordinary course of business consistent with past practice);

(viii) any Contract relating to the resolution, settlement, release or compromise of any actual or threatened Proceeding Primarily Related to the CGS Business with a value greater than one million Dollars ($1,000,000) which is not a Retained Liability or which provides for any equitable remedy on the CGS Business;

(ix) any Contract pursuant to which a third party grants a license to any Intellectual Property Rights material to the CGS Business (but excluding any Contract for commercially available off-the-shelf software), or pursuant to which Seller or its Subsidiaries grants a license to any material CGS Business Intellectual Property to any third party (other than non-exclusive licenses granted in the ordinary course of business);

(x) any Intercompany Arrangement; and

(xi) any Contract with a Governmental Entity.

(b) (i) Seller has provided to Purchaser a true and complete copy of each Material Contract in effect as of the date hereof. Each Material Contract is in full force and effect and is valid, binding and enforceable against the Seller Entity party thereto and, to the Knowledge of Seller, the other parties thereto, in accordance with its terms, in each case, subject to the Enforceability Exceptions, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, and (ii) neither Seller (or its applicable Subsidiary) nor, to the Knowledge of Seller, any other party to a Material Contract is in breach or violation of, or default under, any obligation under any Material Contract and no event has occurred that, with or without notice or lapse or time or both, would constitute such a breach, violation or default, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

Section 3.11 Compliance with Applicable Laws; Permits.

(a) None of the Seller or any of its Affiliates, to the extent applicable to its ownership of the Purchased Assets or other involvement in the conduct of the CGS Business, is or since January 1, 2020 has been, in violation in any material respect of any Law (including Anti-Corruption Laws) applicable to the CGS Business.

(b) The Permits held by Seller or any Seller Entity relating to the CGS Business and constituting Purchased Assets constitute all Permits necessary for the conduct of the CGS Business as currently conducted as of the date of this Agreement and immediately prior to the Closing in accordance with applicable Law, except where the failure to hold the same would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

Section 3.12 Taxes. Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect: (a) all Tax Returns required to be filed with respect to the Purchased Assets, the Assumed Liabilities or the CGS Business have been timely filed (taking into account extensions) and all such Tax Returns are correct and complete; (b) all Taxes imposed with respect to any of the Purchased Assets, the Assumed Liabilities or the CGS Business that will have been required to have been paid on or prior to the Closing Date have been paid or will be timely paid by the due date thereof; (c) as of the date of this Agreement, there is no pending Tax Proceeding by any Taxing Authority with respect to any Tax with respect to the Purchased Assets, the Assumed Liabilities or the CGS Business; (d) there are no Liens for Taxes upon any of the Purchased Assets, the Assumed Liabilities or the CGS Business other than Permitted Liens; (e) except in the ordinary course of business, neither Seller nor any of its Affiliates have entered into a written agreement waiving or extending any statute of limitations with respect to any Taxes of the Purchased Assets, the Assumed Liabilities or the CGS Business (other than automatic or automatically granted waivers or extension); and (f) none of the Purchased Assets to be transferred pursuant to this Agreement by a Seller Entity that is not a U.S. Person are U.S. real property interests within the meaning of Section 897(c) of the Code and U.S. Treasury Regulation Section 1.897-1(c). Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties contained in this Section 3.12 (i) are the only representations and warranties made by Seller with

respect to Tax matters, and no other provision of this Agreement shall be interpreted as containing any representation or warranty with respect thereto, (ii) other than with respect to Sections 3.12(d) and (f), shall not be interpreted as containing any representation or warranty with respect to any U.S. federal income Tax matters or other income Tax matters and (iii) other than with respect to Section 3.12(f), shall not be interpreted as containing any representation or warranty with respect to any Tax matters (other than income Tax matters), except in the case of this clause (iii) insofar as a breach, as so interpreted, would reasonably be expected to result in a Lien, other than a Permitted Lien, on any of the Purchased Assets or the CGS Business.

Section 3.13 Labor Relations; Employees and Employee Benefit Plans.

(a) On the date hereof, Seller has delivered to Purchaser a true and complete anonymized list of each Business Employee (including each Business Employee on a leave of absence) as of the date hereof setting forth each such Business Employee's (i) name, (ii) title/position, (iii) principal place of employment, (iv) status (active or on leave; full-time or part-time), (v) hire date (and service crediting date, if different), (vi) annual base salary or base wage rate, (vii) union status, (viii) exemption status, (ix) target equity incentive compensation and (x) target cash incentive compensation opportunity (the "Business Employee Census"). No later than fifteen (15) Business Days prior to the anticipated Closing Date, Seller shall deliver a revised version of the un-anonymized Business Employee Census which is updated as of the date of delivery.

(b) Section 3.13(b) of the Seller Disclosure Schedules sets forth a list of each material Benefit Plan, separately identifying with a footnote each Benefit Plan or any portion thereof for which assets or Liabilities will transfer to Purchaser or its Affiliates pursuant to Section 5.7 or by operation of Law. Seller has made available to Purchaser the summary plan description relating to each such material Benefit Plan and will make available any other information within its possession regarding any Benefit Plans as reasonably required for, and requested in writing by, Purchaser to comply with its obligations under Section 5.7, subject to applicable Law.

(c) Except as set forth on Section 3.13(c) of the Seller Disclosure Schedules, no Benefit Plan is (i) a "defined benefit plan" (as defined in Section 3(35) of ERISA), (ii) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) that is subject to Title IV of ERISA or Sections 412 or 430 of the Code, (iii) a "multiple employer plan" within the meaning of Section 413(c) of the Code or (iv) is a "multiple employer welfare arrangement (as defined in Section 3(40) of ERISA). None of Seller, any of its Subsidiaries or any of their respective ERISA Affiliates sponsor, maintains or contributes to or has any Liabilities (whether actual or contingent) under any Multiemployer Plan for the benefit of any Business Employees.

(d) Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification, and no circumstances exist that would reasonably be expected to result in any such letter being revoked. Except as set forth on Section 3.13(d) of the Seller Disclosure Schedules, no Benefit Plan provides post-employment health or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other applicable Law or at the sole expense of the participant or the participant's beneficiary. Since January 1, 2020, all contributions, premiums and payments required to be made on behalf of each Business

Employee by Law, the terms of a Benefit Plan or any agreement relating thereto or the terms of any Collective Bargaining Agreement have been timely made in all material respects.

(e) With respect to the CGS Business, Seller and its Affiliates are, and have been since January 1, 2020, in compliance in all material respects with all applicable Laws with respect to employment and labor, including but not limited to, Laws relating to wages, hours, overtime, collective bargaining, equal employment opportunities, fair employment practices, harassment, retaliation, hiring, promotion and termination of employees, working conditions, leaves of absence, paid sick leave, classification of service providers, unemployment insurance, employment discrimination, safety and health, immigration status, workers' compensation, and the collection and payment of withholding and employment Taxes (collectively, "Employment Laws"). Since January 1, 2020, there have been no material Proceedings relating to the Employment Laws pending or, to the Knowledge of Seller, threatened in writing with respect to the CGS Business before any arbitrator or Governmental Entity, including the U.S. Equal Employment Opportunity Commission or any similar non-U.S., state or local agency and neither Seller nor any of its Affiliates has any Liability for the misclassification of any Person providing services to the CGS Business as an independent contractor, temporary employee, leased employee or any other service provider compensated other than through reportable wages (as an employee) paid by Seller or its Affiliates.

(f) Except as required by applicable Law or as expressly contemplated by this Agreement, neither the execution of this Agreement nor the consummation of the Transaction (whether alone or together with any other events) will (i) result in any material payment becoming due to any Business Employee, (ii) result in payment, acceleration, vesting or increase in any material compensation or benefits otherwise payable to any Business Employee or (iii) result in any payment or funding (through a grantor trust or otherwise) of material compensation or benefits due to any Business Employee under, or increase other material obligations pursuant to, any Benefit Plan with respect to any Business Employee.

(g) Set forth on Section 3.13(g) of the Seller Disclosure Schedules is a true and correct list of each collective bargaining or other labor agreement of Seller or any of its Affiliates to which any Business Employees are subject (each, a "Collective Bargaining Agreement"), which list is true and complete as of the date of this Agreement. Neither Seller nor any of its Affiliates has breached or otherwise failed to comply with the material terms of any Collective Bargaining Agreement, and neither the execution and delivery of this agreement nor the consummation of the Transaction will, either alone or in combination with any other event, result in any breach or other violation of any Collective Bargaining Agreement. Since January 1, 2020 until the date hereof, there have been no strikes or lockouts involving Business Employees. Since January 1, 2020, there have not been any union organizing drives, petitions, or efforts to organize any Business Employees by a union or other labor organization, including but not limited to any representation petitions filed with the National Labor Relations Board or similar Governmental Entity. Except as set forth on Section 3.13(g), neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) require the Seller or any of its Affiliates to inform, consult with or obtain the approval of any labor or trade unions, work councils, employee representatives or employees, or (ii) result in the withdrawal from any Multiemployer Plan.

(h) Since January 1, 2021, Seller has not effectuated (i) a "plant closing" (as defined in the WARN Act) in connection with the CGS Business or (ii) a "mass layoff" (as defined in the WARN Act) of individuals employed at or who primarily provided services to the CGS Business. Seller has heretofore made available to Purchaser a true and complete list of layoffs, by location, implemented by Seller since January 1, 2021 in respect of the CGS Business. Seller and its Affiliates have not, and are not currently planning or anticipating, any layoffs, terminations, furloughs, reductions in compensation or benefits or other cost-saving measures affecting any Business Employees, in each case, other than terminations of employment in the ordinary course of business.

(i) Each Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of U.S. Treasury Regulation Section 1.409A-1(a)(i) (i) was operated in material compliance with Section 409A of the Code between January 1, 2005 and December 31, 2008, based upon a good faith, reasonable interpretation of (A) Section 409A of the Code or (B) guidance issued by the IRS thereunder (including IRS Notice 2005-1), to the extent applicable and effective (clauses (A) and (B), together, the "409A Authorities"), (ii) has been operated in material compliance with the 409A Authorities and the final U.S. Treasury Regulations issued thereunder since January 1, 2009, and (iii) each such plan has been in material documentary compliance with the 409A Authorities and the final U.S. Treasury Regulations issued thereunder since January 1, 2009.

(j) To the Knowledge of Seller, since January 1, 2020, no allegations or reports of sexual harassment, hostile work environment or similar misconduct have been made against any Business Employee.

Section 3.14 Intercompany Arrangements. Other than the Transaction Documents, Section 3.14 of the Seller Disclosure Schedules lists all Contracts solely between or among Seller and/or its Subsidiaries, or solely between or among Seller and/or its Subsidiaries, on the one hand, and Pacific and/or its Subsidiaries, on the other hand, with respect to the conduct of the CGS Business or by which the Purchased Assets are bound ("Intercompany Arrangements").

Section 3.15 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transaction and the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller for which Purchaser or any of its Affiliates would have any Liability.

Section 3.16 Data Protection.

(a) To the Knowledge of Seller, (i) in respect of the CGS Business, each of Seller, the other Seller Entities and their respective Affiliates, has complied since January 1, 2020 in all material respects with all applicable requirements of Data Protection Requirements, (ii) in respect of the CGS Business, no Person has gained unauthorized access to, engaged in unauthorized processing, disclosure, use or access to, or unlawfully destroyed, lost or altered any Personally Identifiable Information within the possession or control of the Seller, the other Seller Entities or their respective Affiliates and (iii) the Seller, the other Seller Entities or their respective Affiliates have not notified, either voluntarily or as required by any Data Protection Requirements,

any affected Person, third party, Governmental Entity or the media of any breach or non-permitted use or disclosure of Personally Identifiable Information within the possession or control of the Seller, the other Seller Entities or their respective Affiliates.

(b) Since January 1, 2020, (i) no Data Protection Authority, Person or Governmental Entity has alleged in writing that, in respect of the CGS Business, any of Seller, the other Seller Entities or their respective Affiliates, has failed to comply with any applicable requirements of Data Protection Requirements or threatened in writing to conduct an investigation into or take enforcement action in respect of the CGS Business against any of Seller, the other Seller Entities or their respective Affiliates and (ii) in respect of the CGS Business, Seller, the other Seller Entities or their respective Affiliates have not been subject to any complaints, lawsuits, investigations or claims regarding their collection, storage, transfer, maintenance or use of any Personally Identifiable Information and there are no such pending or threatened (in writing or, to the Knowledge of Seller, otherwise) complaints, lawsuits, investigations or claims. To the Knowledge of Seller, there is no fact or circumstance that would reasonably be expected to lead to any such complaints, lawsuits, investigations or claims.

Section 3.17 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, (a) all material insurance policies issued to any Seller Entity, solely to the extent such policies provide coverage for the CGS Business, are in full force and effect in all material respects, except for any expiration thereof in accordance with the terms thereof, (b) no written notice of cancelation or modification has been received in respect of such policies other than in connection with ordinary renewals, and (c) there is no material default or event which, with the giving of notice or lapse of time or both, would constitute a default, by any insured thereunder.

Section 3.18 Key Customers and Vendors. Section 3.18 of the Seller Disclosure Schedules set forth a list of (a) the top twenty (20) customers of the CGS Business (the "Material Customers") and (b) the top twenty (20) standalone third party vendors of the CGS Business (the "Material Vendors"), determined by the aggregate consideration paid to or by the CGS Business, as applicable, during the twelve (12)-month period ended December 30, 2020. No Material Customer or Material Vendor has canceled, terminated or otherwise materially modified its relationship with the CGS Business, and no Seller Entity has received written notice from any Material Customer or Material Vendor that it intends to cancel or terminate a material portion of its relationship with the CGS Business or otherwise materially modify its relationship with the CGS Business. No Seller Entity is engaged in any material dispute with any Material Customer or Material Vendor.

Section 3.19 Affiliate Transactions. No Affiliate of any Seller Entity, or any officer, director or employee of any Seller Entity or, to the Knowledge of Seller, any individual related by blood, marriage or adoption to any such individual or any entity in which any such individual owns any beneficial interest, (a) is a party to any Contract (other than with respect to any officer, director or employee of any Seller Entity or any of its Affiliates, any employment-related or similar arrangements) with Seller or any of its Affiliates with respect to the CGS Business or (b) has any interest in any assets or property used by Seller or any of its Affiliates with respect to the CGS Business.

Section 3.20 No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article III or in any certificate delivered hereunder or any other Transaction Document, none of Seller, the other Seller Entities or any of their respective Affiliates or Representatives has made or makes any representation or warranty, expressed or implied, as to the Purchased Assets, the Assumed Liabilities, the CGS Business, their financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding the Purchased Assets, the Assumed Liabilities, or the CGS Business furnished or made available to Purchaser and its Affiliates and Representatives. Notwithstanding anything to the contrary in this Agreement, except for the representations and warranties expressly set forth in this Article III or in any certificated delivered hereunder or any other Transaction Document, none of Seller, the other Seller Entities or any of their respective Affiliates or Representatives has made or makes any representation or warranty, whether express or implied, with respect to any Excluded Assets or Retained Liabilities.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the Purchaser Disclosure Schedules (it being agreed that the disclosure of any matter in any section in the Purchaser Disclosure Schedules shall be deemed to have been disclosed in any other section in the Purchaser Disclosure Schedules to which the applicability of such disclosure is reasonably apparent on face of such disclosure), Purchaser hereby represents and warrants to Seller as follows:

Section 4.1 Organization, Standing and Power. Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized, has all necessary organizational power and authority to carry on its business as presently conducted and is licensed or qualified to do business and is in good standing in each jurisdiction in which the properties or assets owned or leased by it or the operation of its business makes such licensing or qualification necessary, except as would not, or would not reasonably be expected to, impair or materially delay the ability of Purchaser to (a) perform its obligations under this Agreement or (b) consummate the Transaction and the other transactions contemplated hereby (each of clause (a) and clause (b), a "Purchaser Material Adverse Effect").

Section 4.2 Authority; Execution and Delivery; Enforceability. Purchaser has all necessary power and authority to execute this Agreement and the other Transaction Documents to which it is or will be a party and to consummate the Transaction and the other transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the other Transaction Documents to which it is or will be a party and the consummation by Purchaser of the Transaction and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or other action of Purchaser. Purchaser has duly executed and delivered this Agreement, and will duly execute and deliver the other Transaction Documents to which it is or will be a party, and assuming due authorization, execution and delivery by Seller, this Agreement and the other Transaction Documents to which it is or will be a party will constitute its valid and binding obligation, enforceable against it in accordance with its terms, subject to the Enforceability Exceptions.

Section 4.3 No Conflicts; Consents. The execution and delivery by Purchaser of this Agreement and the other Transaction Documents to which it is or will be a party does not, and the consummation by Purchaser of the Transaction and the other transactions contemplated hereby and thereby and compliance by Purchaser with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, require any consent or other action by an Person, or give rise to a right of termination, cancellation or acceleration of any right or obligation or any loss of any benefit under, or result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of Purchaser or any of its Subsidiaries under, any provision of (a) the Organizational Documents of Purchaser, (b) any Judgment or Law applicable to Purchaser or its Subsidiaries, or the properties or assets of Purchaser or its Subsidiaries or (c) any Contract pursuant to which Purchaser or any of its Subsidiaries is a party, except, with respect to the foregoing clauses (b) and (c), for any such items that would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Assuming the truth and accuracy of the representation and warranties of Seller set forth in Article III, no Approval of any Governmental Entity is required to be obtained or made by or with respect to Purchaser in connection with the execution, delivery and performance of this Agreement or the consummation of the Transaction and the other transactions contemplated hereby, other than (i) compliance with any applicable requirements of the HSR Act and with any other Antitrust Law, (ii) Approval of the Purchaser by the EC as an acceptable purchaser of the CGS Business pursuant to the EC Buyer Approval and the EC Commitments relating to the transactions contemplated by the Merger Agreement and (iii) those that, if not obtained, made or given, would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 4.4 Financial Ability to Perform.

(a) Assuming (i) the satisfaction of the conditions in Section 7.1 and Section 7.2 and (ii) the Committed Financing is funded in accordance with the terms and conditions of the commitment letter dated the date hereof (together with all annexes, schedules and exhibits thereto, the "Commitment Letter"), by and among the Financing Sources party thereto and Purchaser, upon funding of the Committed Financing, Purchaser will have on the Closing Date available cash on hand or other immediately available funds sufficient to fund all of the amounts required to be paid by Purchaser on the Closing Date for the consummation of the Transaction, including payment of the Estimated Purchase Price, any payment due to Seller pursuant to Section 2.9(f), and all fees, expenses and other amounts payable by Purchaser on the Closing Date related to the Transaction (collectively, the "Payment Amounts"). The debt financing committed pursuant to the Commitment Letter is collectively referred to in this Agreement as the " Committed Financing." Purchaser has delivered to Seller a true, correct, and complete fully executed copy of the Commitment Letter as of the date hereof.

(b) There are no conditions precedent related to the funding of the Committed Financing or any contingencies that could permit the Financing Sources to reduce the total amount of the Committed Financing, including any condition or other contingency relating to the amount of availability of the Committed Financing pursuant to any "flex" provision, in each case, other than as expressly set forth in the Commitment Letter or this Agreement. Assuming satisfaction of the conditions in Section 7.1 and Section 7.2, as of the date hereof, Purchaser does not have any reason to believe that it will be unable to satisfy on a timely basis all conditions to be satisfied by

it in the Commitment Letter on or prior to the Closing Date or that the Committed Financing will not be available to Purchaser on the Closing Date, nor does Purchaser have knowledge that any of the Financing Sources will not perform its obligations thereunder. There are no side letters, understandings or other agreements, contracts or arrangements of any kind relating to the Commitment Letter that could affect the availability, conditionality, enforceability, termination or amount of the Committed Financing.

(c) The Commitment Letter constitutes a legal, valid, binding and enforceable obligation of Purchaser and, to the knowledge of Purchaser, the other parties thereto, and is in full force and effect subject to the Enforceability Exceptions. Assuming satisfaction of the conditions in Section 7.1 and Section 7.2, to the knowledge of Purchaser, as of the date hereof, no event has occurred which, with or without notice, lapse of time, or both, constitutes, or would reasonably be expected to constitute, a default, breach or a failure to satisfy a condition precedent on the part of Purchaser under the terms and conditions of the Commitment Letter. Purchaser or an Affiliate thereof on its behalf has paid in full any and all commitment fees and other fees required to be paid pursuant to the terms of the Commitment Letter on or before the date of this Agreement, and will pay in full any such amounts due after the date of this Agreement as and when due. The Commitment Letter has not been materially modified, amended or altered as of the date hereof; the Commitment Letter will not be amended, modified or altered at any time through the Closing, except as permitted by Section 5.13; and, as of the date hereof, the commitments under the Commitment Letter have not been terminated, reduced, withdrawn or rescinded in any respect, and, to the knowledge of Purchaser, no termination, reduction (other than as expressly contemplated by the Commitment Letter), withdrawal or rescission thereof is contemplated.

(d) Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt or availability of any funds or financing (including the Financing) by or to Purchaser or any of its Affiliates or any other financing transaction be a condition to any of the obligations of Purchaser hereunder.

Section 4.5 Proceedings. As of the date of this Agreement, there are no Proceedings pending, or, to the Knowledge of Purchaser, threatened in writing, against Purchaser or any of its Affiliates that would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 4.6 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transaction and the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser or any of its Affiliates for which Seller or any of its Affiliates would have any Liability.

Section 4.7 Investigation. Purchaser acknowledges and agrees that Seller has made available to Purchaser and its Affiliates and their respective Representatives the opportunity to ask questions of the officers and management of Seller and the CGS Business and been provided with access to the documents, information and records of or with respect to the Purchased Assets, the Assumed Liabilities and the CGS Business, in each case, satisfactory to Purchaser, and Purchaser confirms that it has made an independent investigation, analysis and evaluation of the Purchased Assets, the Assumed Liabilities and the CGS Business.

Section 4.8 Interests in Competitors. Neither Purchaser nor any of its Affiliates owns, directly or indirectly, any Person or business division that conducts any line of business involving the issuance of numerical identifiers for securities or derives more than 25% of its revenues from data licensing or portfolio management related thereto.

Section 4.9 Solvency. Immediately after giving effect to the consummation of the Transaction, Purchaser and its Subsidiaries, taken as a whole, will be Solvent. For purposes of this Section 4.8, "Solvent" means, with respect to Purchaser and its Subsidiaries, taken as a whole, that:

(a) the fair saleable value (determined on a going concern basis) of the assets of Purchaser and its Subsidiaries, taken as a whole, shall be greater than the total amount of the liabilities (including all liabilities, whether or not reflected in a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed) of Purchaser and its Subsidiaries, taken as a whole;

(b) Purchaser and its Subsidiaries, taken as a whole, shall be able to pay their debts and obligations in the ordinary course of business as they become due; and

(c) Purchaser and its Subsidiaries, taken as a whole, shall have adequate capital to carry on their businesses and all businesses in which they are about to engage.

Section 4.10 Limitation of Warranties. In entering into this Agreement and the other Transaction Documents, Purchaser has relied solely upon the representations and warranties expressly contained in Article III (in each case, as qualified by the Seller Disclosure Schedules) and no other representations or warranties of Seller, the Seller Entities, any of their respective Affiliates or Representatives, or any other Person, express or implied. Purchaser, on its own behalf and on behalf of its Affiliates and each of its and their respective Representatives, acknowledges, represents, warrants and agrees that, other than those representations and warranties expressly set forth in Article III (in each case, as qualified by the Seller Disclosure Schedules), the other Transaction Documents or any certificate delivered hereunder or thereunder, none of Seller, the Seller Entities nor any of their respective Affiliates, nor any of their respective Representatives or any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Transaction Documents, the transactions contemplated hereby or thereby, the Purchased Assets, the Assumed Liabilities or the CGS Business.

ARTICLE V
COVENANTS

Section 5.1 Efforts.

(a) Subject to the terms and conditions hereof, the Parties shall cooperate and use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Transaction and the other transactions contemplated by this Agreement and to cause the conditions to each other's obligation to close the Transaction as set forth in Article VII to be satisfied, including all actions

and all things necessary for it (i) to comply promptly with all legal requirements which may be imposed on it with respect to this Agreement and the Transaction (which actions shall include furnishing all information required by applicable Law in connection with approvals of or filings with any Governmental Entity); (ii) to satisfy as promptly as practicable all the conditions precedent to the obligations of each such Party hereto; and (iii) to obtain any Approval of, or any exemption by, any Governmental Entity required to be obtained or made by the Parties in connection with the acquisition of the Purchased Assets or the taking of any action contemplated by this Agreement. The Parties shall cooperate with each other in connection with the foregoing.

(b) In furtherance and not in limitation of the foregoing, the Parties shall use their best efforts to (i) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the Transaction and the other transactions contemplated by this Agreement as promptly as practicable following the date hereof and in any event no later than five (5) Business Days following the date hereof; and (ii) file applications (or drafts thereof where applicable) with any applicable Governmental Entity whose Approval is required in connection with the consummation of the Transaction as promptly as practicable following the date hereof and in any event no later than five (5) Business Days following the date hereof. The Parties shall cooperate and use their best efforts to obtain as promptly as practicable any Regulatory Approvals required for the Closing, to respond to any requests for information from a Governmental Entity, and to contest and resist any Proceeding and to have vacated, lifted, reversed or overturned any Judgment (whether temporary, preliminary or permanent) that restricts, prevents or prohibits the consummation of the Transaction. To the extent permitted by applicable Law, the Parties shall provide each other copies of all correspondence, filings or communications (or memoranda setting forth the substance thereof) between such Party or its Representatives, on the one hand, and any Governmental Entity, on the other hand, with respect to this Agreement or the Transaction. The Parties shall notify and keep each other advised as to (i) any communication from any Governmental Entity regarding the Transaction and (ii) any Proceeding pending and known to such Party or, to its Knowledge, threatened, which challenges the Transaction.

(c) Unless otherwise agreed in writing by the Parties, Purchaser shall prepare and provide as promptly as practicable all documentation requested by the EC in connection with its review of Purchaser as an acceptable purchaser of the CGS Business, the terms of this Agreement or the terms of any of the other Transaction Documents.

(d) Purchaser will not take, or cause to be taken by any of its Affiliates, any actions or do, or cause to be done by any of its Affiliates, any things that would be reasonably likely to delay the obtaining of the Regulatory Approvals required for the Closing or to cause any Governmental Entity to object to the transactions contemplated by this Agreement or any other Transaction Document including acquiring or agreeing to acquire any assets or businesses engaged in whole or in part in a line of business similar or related to the CGS Business, and agrees not to knowingly take or cause to be taken any such actions with respect to the Atlantic Closing or the Merger Agreement, as applicable.

(e) If staff of the EC notifies Seller or Pacific that this Agreement or any of the Transaction Documents is not an acceptable manner of divesting the Purchased Assets and its Approval is being withheld pending modification of the terms or provisions of this Agreement or any other Transaction Document, as applicable, subject to Section 5.1(j), Seller and Purchaser shall

cooperate in good faith to amend this Agreement to reflect any reasonable changes requested by the EC in a manner that, to the fullest extent possible, preserves the economic benefits intended to be obtained by the Parties in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

(f) Subject to applicable Laws, Purchaser and Seller shall, upon request by the other, furnish Seller or Purchaser, as applicable, with all information concerning itself, its business and operations, its Affiliates, directors, officers or equityholders, as applicable, and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made (or to be made) by or on behalf of Purchaser, Seller or any of their respective Affiliates to any Governmental Entity in connection with the transactions contemplated by this Agreement or any other Transaction Document. Notwithstanding the foregoing, in connection with the performance of each Party's respective obligations, Seller and Purchaser may, as each determines is reasonably necessary, designate competitively sensitive material provided to the other pursuant to this Section 5.1(f) as "Outside Counsel Only". Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to directors, officers or employees of the recipient unless express permission is obtained in advance from the source of the materials (Seller or Purchaser, as the case may be) or its legal counsel. Notwithstanding anything to the contrary in this Section 5.1(f), materials provided to the other Parties or their counsel may be redacted to remove references concerning the valuation of the CGS Business.

(g) Without limiting the generality of the foregoing, Purchaser shall use its best efforts to take, or cause to be taken, any and all actions and do, or cause to be done, any and all things necessary, proper or advisable to avoid, eliminate and resolve each and every impediment and obtain all Regulatory Approvals required for the Closing, as promptly as practicable, including offering to (i) sell or otherwise dispose of, or hold separate and agree to sell or otherwise dispose of specific assets or categories of assets or businesses of the CGS Business or any other assets or businesses now owned or presently or hereafter sought to be acquired by Purchaser or its Affiliates; (ii) terminate any existing relationships and contractual rights and obligations; (iii) amend or terminate such existing licenses or other intellectual property agreements and enter into such new licenses or other intellectual property agreements; (iv) take any and all actions and make any and all behavioral commitments, whether or not they limit or modify Purchaser's or its Affiliates' rights of ownership in, or ability to conduct the business of, one or more of its or their operations, divisions, businesses, product lines, customers or assets, including, after the Closing, the CGS Business or any of the Purchased Assets; and (v) enter into agreements, including with the relevant Governmental Entity, giving effect to the foregoing clauses (i) through (iv), in each case as promptly as practicable (but in any event prior to the Outside Date) after it is determined that such action is necessary to obtain approval for consummation of the transactions contemplated by this Agreement by any Governmental Entity. In furtherance of the foregoing, Purchaser shall, and shall cause its Subsidiaries to, keep Seller fully informed of all matters, discussions and activities relating to any of the matters described in or contemplated by clauses (i) through (v) of this Section 5.1(g).

(h) Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing in this Agreement shall require the Parties to take or agree to take any action

pursuant to Section 5.1(g) with respect to its business or operations unless the effectiveness of such agreement or action is conditioned upon the Closing.

(i) Without limiting the generality of the foregoing, subject to Section 2.11 with respect to Non-Regulatory Approvals, Purchaser agrees to use best efforts to provide such security and assurances as to financial capability, resources and creditworthiness as may be reasonably requested by any Governmental Entity whose Approval is sought in connection with the Transaction and the other transactions contemplated by this Agreement. Whether or not the Transaction is consummated, Purchaser shall be responsible for all filing fees to any Governmental Entity in order to obtain any Regulatory Approvals pursuant to this Section 5.1 (which, for the avoidance of doubt, shall not include any Approvals under the Merger Agreement or otherwise required for the Atlantic Closing that are not required for the Closing hereunder).

(j) Any provision in this Agreement notwithstanding, none of Seller, the Seller Entities or any of their respective Affiliates shall under any circumstance be required to pay or commit to pay any amount or incur any obligation in favor of or offer or grant any accommodation (financial or otherwise, regardless of any provision to the contrary in the underlying Contract, including any requirements for the securing or posting of any bonds, letters of credit or similar instruments, or the furnishing of any guarantees) to any Person (other than the fees and expenses of its legal and other advisors and *de minimis* filing and similar fees) to obtain any Approval, including the actions set forth in this Section 5.1 or Section 2.11. Subject to Seller's compliance with the provisions of this Section 5.1 and Section 2.11, none of Seller, the Seller Entities or any of their respective Affiliates shall have any Liability whatsoever to Purchaser arising out of or relating to the failure to obtain any Approvals that may be required in connection with the Transaction and the other transactions contemplated by this Agreement or because of the termination of any Contract as a result thereof. Purchaser acknowledges that no representation, warranty or covenant of Seller contained herein shall be breached or deemed breached solely as a result of (i) the failure to obtain any Approval, (ii) any such termination of a Contract or (iii) any Proceeding commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Approval or any such termination.

(k) Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing in this Agreement shall impose any obligation on Seller or any other party to the Merger Agreement to take any action, or refrain from taking any action, in connection with the Merger or any other transactions contemplated by the Merger Agreement (other than on Seller in respect of the transactions contemplated by the Transaction Documents in accordance with the terms and conditions hereof and thereof), and neither this Section 5.1 nor any other provision of this Agreement shall be breached or deemed breached solely as a result of any failure or delay in consummating the Atlantic Closing.

(l) The Purchaser commits to provide the resources necessary to develop a regulatory affairs function that will serve the interests of the CGS Business, including suitable budget for internal and external counsel and advisors, along with the time and attention of senior executives whose responsibilities shall include interaction with regulators and lawmakers as needed. The Purchaser further commits to (i) provide the ABA with a strategic business plan for the development of the regulatory affairs function not later than 90 days after the date of this

Agreement and (ii) meet and work collaboratively with the ABA in a consultative manner to refine the plan for best execution.

Section 5.2 Covenants Relating to Conduct of Business.

(a) Except (i) as set forth in Section 5.2(a) of the Seller Disclosure Schedules, (ii) in connection with any action taken, or omitted to be taken, pursuant to any COVID-19 Measures or which is otherwise taken, or omitted to be taken, in response to COVID-19, in each case as determined in good faith by Seller in its reasonable discretion (in each case, to the extent reasonably practicable, after first reasonably consulting with Purchaser and taking into consideration the reasonable concerns of Purchaser), (iii) as required by applicable Law or to obtain the EC Buyer Approval, (iv) as required by any hold separate obligations set forth in the EC Commitments or (v) as otherwise expressly contemplated by the terms of this Agreement, from the date of this Agreement to the Closing, except as Purchaser may otherwise consent to in writing (such consent not to be unreasonably withheld, conditioned or delayed), Seller shall (and shall cause the Seller Entities to) use its reasonable best efforts to operate the CGS Business in all material respects in the ordinary course and use commercially reasonable efforts to preserve substantially intact the present business organization of the CGS Business and maintain satisfactory relationships with the customers, vendors and others having material business relationships with the CGS Business; provided that no action by Seller or its Subsidiaries with respect to matters specifically addressed by any other provision of this Section 5.2 shall be deemed a breach of this Section 5.2(a) unless such action would constitute a breach of such other provision.

(b) Except (i) as set forth in Section 5.2(b) of the Seller Disclosure Schedules, (ii) in connection with any action taken, or omitted to be taken, pursuant to any COVID-19 Measures or which is otherwise taken, or omitted to be taken, in response to COVID-19, in each case as determined in good faith by Seller in its reasonable discretion (in each case, to the extent reasonably practicable, after first reasonably consulting with Purchaser and taking into consideration the reasonable considerations of Purchaser), (iii) as required by applicable Law or to obtain the EC Buyer Approval, or (iv) as otherwise expressly contemplated by the terms of this Agreement, and solely with respect to the CGS Business, Seller shall not, and shall cause each Seller Entity not to, do any of the following without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed):

(i) except (x) as may be required under any Benefit Plan set forth on Section 3.13(b) of the Seller Disclosure Schedules as in effect on the date hereof (or scheduled to take effect at a later date as approved by Seller or its Affiliates on or prior to the date hereof and indicated on Section 3.13(b) of the Seller Disclosure Schedules), (y) in connection with annual compensation reviews that are consistent with previously budgeted compensation increases in the ordinary course of business consistent with past practice or (z) in connection with any action that applies uniformly to Business Employees and other similarly situated employees of Seller or its Affiliates and would not result in a material increase in cost to Purchaser or its Affiliates following the Closing as compared to costs to Seller and its Affiliates as of the date hereof, (A) grant to any Business Employee any increase in compensation or benefits, other than any immaterial increase that is in the ordinary course of business consistent with past practice (B) terminate, amend or enter into any Collective Bargaining Agreement or material Benefit Plan, (C) accelerate the time of payment or vesting of, the lapsing of restrictions or waiving of performance conditions with

respect to, or fund or otherwise secure the payment of, any compensation or benefits to any Business Employee under any Benefit Plan that would be a Liability of Purchaser or its Affiliates following the Closing, or (D) grant any severance, retention, change in control, transaction bonus or termination pay to, or enter into or amend any agreement or arrangement providing for the payment of such amounts with, any Business Employee, that would be a Liability of Purchaser or its Affiliates following the Closing; provided, that in the case of clauses (C) and (D), Seller shall provide to Purchaser written notice of its intention to take any such action at least five (5) Business Days prior to taking any such action;

(ii) (A) hire any employee who would be a Business Employee, other than in the ordinary course of business (provided that with respect to any such employee who would have an annual salary or annualized base wages in excess of one hundred thousand Dollars ($100,000), only to the extent such employee is being hired to replace a Business Employee as of the date hereof), (B) terminate any Business Employee other than for "cause" (as is determined by Seller in good faith consistent with past practice), (C) take any action in respect of any employee of Seller or its Affiliates that would affect whether such employee is or is not classified as a Business Employee, other than transferring any employees to replace a departed Business Employee in the ordinary course of business consistent with past practice or (D) furlough any Business Employees;

(iii) (A) make any acquisition of any assets or businesses in excess of five hundred thousand Dollars ($500,000) in the aggregate, other than acquisitions of assets in the ordinary course of business and acquisitions of businesses or assets already contracted by any Seller Entity, Seller, or their respective Affiliates as of the date hereof and disclosed to Purchaser, (B) sell, assign, transfer, license, pledge, dispose of, abandon, permit to lapse or encumber or create any Lien (other than Permitted Liens) on any Purchased Assets (including Transferred CGS Business Intellectual Property and Transferred Technology), other than in the ordinary course of business and sales or dispositions of businesses or assets already contracted by any Seller Entity, Seller, or their respective Affiliates as of the date hereof or as may be required by applicable Law, or (C) enter into any binding Contract with respect to any of the foregoing;

(iv) settle any Proceeding Primarily Related to the CGS Business (other than a Tax Proceeding) including, for the avoidance of doubt, any Specified Proceeding, other than in the ordinary course of business consistent with past practice or involving solely money damages for which the CGS Business will not have any Liability following the Closing;

(v) make any material change in any method of financial accounting or financial accounting practice or policy;

(vi) other than with respect to Excluded Taxes (or any other Taxes constituting Retained Liabilities) or income Taxes, (I) make any new, or change any existing, election with respect to material Taxes, (II) settle any Liability with respect to material Taxes, or (III) enter into any agreement with a Taxing Authority with respect to material Taxes, in each case of clauses (I), (II) and (III), only to the extent such action (x) is principally related to the Purchased Assets, the Assumed Liabilities or the CGS Business, (y) would be binding on Purchaser and (z) would reasonably be expected to materially increase Purchaser Taxes (it being understood and agreed that, notwithstanding any other provisions of this Agreement to the contrary, none of the

covenants set forth in clauses (i) through (v) nor (vii) through (xiii) shall be considered to relate to Tax compliance (other than clause (xiii) insofar as it relates to this clause (vi));

(vii) except in the ordinary course of business consistent with past practice, (A) terminate or materially modify, amend or waive any right under any Material Contract (other than any expiration of any such Material Contract in accordance with its term), (B) cancel, compromise or settle any material claim, or intentionally waive or release any material right with respect to any Material Contract or (C) enter into any Contract that would have been a Material Contract if entered into prior to the date hereof;

(viii) except in the ordinary course of business consistent with past practice, enter into any Contract that is material to the CGS Business that limits or otherwise restricts in any material respect the conduct of the CGS Business or that would, after the Closing Date, limit or restrict in any material restrict the CGS Business, Purchaser or any of its Affiliates from engaging or competing in any line of business, in any location or with any Person;

(ix) terminate, suspend, amend or modify in any material respect any Permit, except as required by applicable Law or a Governmental Entity;

(x) make any loans, advances or capital contributions to, or investment in, any other Person with respect to the CGS Business in excess of five hundred thousand Dollars ($500,000) in the aggregate, other than pursuant to any binding contractual obligation in effect as of the date hereof and disclosed to Purchaser or advances to employees for business expenses to be incurred in the ordinary course of business consistent with past practice;

(xi) waive, release or assign any material rights, claims or benefits of the CGS Business under any Available Insurance Policy;

(xii) change or amend its cash management customs and practices (including the collection of receivables, payment of payables and pricing and credit practices), in each case in a manner that is specifically targeted at the CGS Business; or

(xiii) authorize any of, or commit or agree to take, whether in writing or otherwise, or do any of, the foregoing actions.

(c) Anything to the contrary in this Agreement notwithstanding, nothing in this Section 5.2 shall prohibit or otherwise restrict in any way the operation of the business of Seller, the other Seller Entities or any of their respective Affiliates, except solely with respect to the conduct of the CGS Business by Seller, the other Seller Entities and their respective Affiliates.

Section 5.3 Confidentiality.

(a) Purchaser acknowledges that the information being provided to it in connection with the Transaction and the other transactions contemplated hereby is subject to the terms of that certain confidentiality agreement between Purchaser and Seller, dated as of October 27, 2021 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference in their entirety and shall survive the Closing. Effective upon, and only upon, the

Closing, the Confidentiality Agreement shall terminate with respect to information to the extent relating to the CGS Business; provided that Purchaser acknowledges that its obligations of confidentiality and non-disclosure with respect to any and all other information provided to it by or on behalf of Seller, the Seller Entities or any of their respective Affiliates or Representatives, concerning Seller, the Seller Entities or any of their respective Affiliates (other than to the extent with respect to the CGS Business), if any, shall continue to remain subject to the terms and conditions of the Confidentiality Agreement, any termination of the Confidentiality Agreement that has or would otherwise occur notwithstanding.

(b) For two (2) years after the Closing, without Purchaser's prior written consent, Seller shall, and shall cause its Subsidiaries and shall instruct its Representatives to, treat confidentially any and all confidential information to the extent relating to the CGS Business, and shall not disclose such confidential information to any other Person; provided that the foregoing restriction shall not apply to any information that (i) is in the public domain at the time of the Closing or enters into the public domain other than through a breach of this Agreement by Seller or any of its Representatives; (ii) was already in Seller's possession (but not as a result of its former ownership or operation of the CGS Business prior to the Closing) prior to its being provided to Seller or its Representatives by or on behalf of Purchaser and its source was not bound by an obligation of confidentiality with respect to such information; (iii) is properly obtained by Seller after the Closing from a third party pursuant to an existing license agreement; or (iv) is properly obtained by Seller after the Closing from a third party who is not bound by an obligation of confidentiality with respect to such information.

(c) Seller or its applicable Affiliate shall, within five (5) Business Days after the date hereof, deliver a written notice requesting the prompt return or destruction of all confidential information concerning the CGS Business to each counterparty to any non-disclosure, confidentiality or similar Contract between Seller or such Affiliate, on the one hand, and any potential acquiror of all or a majority of the CGS Business, on the other hand, entered into in the past year, other than the Confidentiality Agreement.

Section 5.4 Access to Information.

(a) Seller shall, and shall cause the other Seller Entities to, afford to Purchaser, its Affiliates and their respective Representatives reasonable access, upon reasonable notice during normal business hours, and in a manner that does not unreasonably interfere with the operation of the CGS Business, consistent with applicable Law and in accordance with the reasonable procedures established by Seller, during the period prior to the Closing, to the properties, books, Contracts, records and personnel of Seller and its Subsidiaries to the extent Primarily Related to the CGS Business to facilitate the completion of the Transaction and all other transactions contemplated by the Transaction Documents; provided that (i) neither Seller nor any of its Affiliates shall be required to violate any obligation of confidentiality to which it or any of its Affiliates may be subject in discharging their obligations pursuant to this Section 5.4 and (ii) other than any Transferred Personnel Files, Seller shall not make available any personnel files of Business Employees and any other current or former employees of Seller and its Affiliates who have provided services to the CGS Business; provided, further, that nothing in this Agreement shall limit any of Purchaser's or any of its Affiliates' rights of discovery.

(b) Purchaser agrees that any investigation undertaken pursuant to the access granted under Section 5.4(a) shall be conducted in such a manner as not to unreasonably interfere with the operation of the CGS Business, and from the date hereof until the Closing, none of Purchaser or any of its Affiliates or Representatives shall communicate with any of the employees of the CGS Business without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Agreement, neither Seller nor Purchaser nor any of their respective Affiliates shall be required to provide access to or disclose information where, upon the advice of counsel, such access or disclosure would jeopardize attorney-client privilege or contravene any Laws or violate any obligation of confidentiality to which it may be subject; provided that such Person shall use commercially reasonable efforts to provide the other Party with access to such information in a manner that would not reasonably be expected to result in the loss of any such privilege, the contravention of any such Laws or the violation of any such obligation; provided, further, that nothing in this Agreement shall limit any of the Parties or any of their respective Affiliates' rights of discovery.

(c) After the Closing, Purchaser shall, and shall cause its Affiliates to, afford Seller, its Affiliates and their respective Representatives, during normal business hours, upon reasonable notice, and in a manner that does not unreasonably interfere with the operation of the CGS Business, consistent with applicable Law and in accordance with the reasonable procedures established by Purchaser, reasonable access to the properties, books, Contracts, records and employees of the CGS Business to the extent that such access may be reasonably requested by Seller in connection with the preparation of financial statements, taxes, reporting obligations and compliance with applicable Laws; provided that nothing in this Agreement shall limit any of Seller's or any of its Affiliates' rights of discovery.

(d) Purchaser agrees to hold all the books and records of the CGS Business existing on the Closing Date (to the extent provided to Purchaser) and not to destroy or dispose of any thereof for a period of time as provided for in Purchaser's document retention policies (or such longer time as may be required by Law); provided, that no later than sixty (60) days prior to the expiration of such period, Seller may provide a written notice to Purchaser of its intent, to the extent that Purchaser intends to destroy or dispose of any such books and records, following the expiration of such period to take possession of such books and records (at Seller's sole expense) within the sixty (60) day period after the expiration of such period, in which event Purchaser shall not dispose of such books and records; provided, further, that Purchaser's obligations with respect to this Section 5.4(d) shall be limited to any books and records that Seller reasonably believes it requires in connection with the preparation of financial statements, taxes, reporting obligations and compliance with applicable Laws. If Seller does not take ownership and possession of such books and records within such sixty (60) day period after expiration of Purchaser's applicable document retention period, Purchaser may proceed with the disposition of such books and records.

Section 5.5 Publicity. Each of Seller and Purchaser shall be permitted to issue an initial press release with respect to the Transaction that has been approved in writing by the other Party hereto, such approval not to be unreasonably withheld, conditioned or delayed. No Party to this Agreement nor any Affiliate or Representative of such Party shall issue or cause the publication of any press release or public announcement in respect of this Agreement, the Transaction or the other transactions contemplated by this Agreement, in each case, that is inconsistent with the initial

press release, without the prior written consent of the other Party hereto (which consent shall not be unreasonably withheld, conditioned or delayed), except as may be required by Law or stock exchange rules; provided that each Party and their respective Affiliates and Representatives may disclose any information concerning the transactions contemplated by this Agreement (including providing updates as to the status thereof) that it deems appropriate in its reasonable judgment, including to securities analysts and institutional investors and in press interviews; provided, further, that no such disclosure shall be inconsistent in any material respect with any press release or public statement previously issued or made by either Party in accordance with this Section 5.5.

Section 5.6 Purchaser R&W Insurance Policy. Seller acknowledges that Purchaser may seek to obtain an insurance policy that provides coverage for the benefit of Purchaser or its designee as the named insured for any potential breaches of any of the representations and warranties of Seller set forth in Article III (the "Purchaser R&W Insurance Policy") and, upon Purchaser's request, agrees to reasonably cooperate with and assist Purchaser in obtaining the Purchaser R&W Insurance Policy. Purchaser agrees that the Purchaser R&W Insurance Policy, if obtained, shall provide that the insurer shall waive and not pursue any subrogation rights against Seller or any of its Affiliates (except in the event of fraud), and Purchaser shall provide such proposed Purchaser R&W Insurance Policy to Seller in advance of the execution thereof in order to allow Seller to confirm compliance with this Section 5.6. Purchaser shall bear all costs associated with obtaining and exercising any rights under the Purchaser R&W Insurance Policy, including the premium, broker fee, underwriting fee, due diligence fee, carrier commissions, legal fees for counsel engaged by the underwriter and surplus lines taxes and fees.

Section 5.7 Employee Matters.

(a) Communications by Purchaser. From and after the date of this Agreement until the Closing Date unless otherwise required by applicable Law, (i) Purchaser shall consult with Seller and obtain Seller's approval and consent (which shall not be unreasonably withheld or delayed) before making any written or oral communications to any Business Employees, whether relating to offers of employment, employee benefits, including Benefit Plans and post-Closing terms of employment or otherwise and (ii) Seller shall consult with Purchaser and obtain Purchaser's approval and consent (which shall not be unreasonably withheld or delayed) before making any written or oral communications to any Business Employees in respect of the Transaction or any other matter contemplated hereunder, whether relating to offers of employment, employee benefits, including Benefit Plans and post-Closing terms of employment or otherwise.

(b) Employee Transfers.

(i) ARD Employees. With respect to each Business Employee who is employed by Seller or one of its Affiliates in a jurisdiction in which the ARD is applicable and as indicated on Section 1.1(a)(i) of the Seller Disclosure Schedules (an "ARD Employee"), Seller and Purchaser accept and agree that the transactions contemplated by this Agreement constitute a relevant transfer for purposes of the ARD and to apply the ARD in all of its provisions, and accept and agree that the terms and conditions of employment of each such ARD Employee will transfer effective as of the Closing as if such terms and conditions were originally made or agreed between Purchaser and the applicable ARD Employee. Seller and its Affiliates and Purchaser shall comply with each of their respective obligations under applicable Law to inform and consult with, or obtain

the advice and consent or approval of, and in respect of, the ARD Employees or any employee representative with respect thereto. Seller and Purchaser shall take all necessary actions as reasonably requested by the other to facilitate compliance by Seller or Purchaser with Seller's or its Affiliates' or Purchaser's obligations to inform, consult or obtain the advice and consent or approval of any ARD Employee or appropriate representatives thereto to the extent required by applicable Law including, subject to applicable Data Protection Requirements, by providing such information and assistance in a timely manner as the other Party may reasonably require to enable the relevant Party to comply with its obligations under ARD.

(ii) Offers of Employment. No later than ten (10) Business Days prior to the Closing Date (or such earlier time as is required by applicable Law), Purchaser shall, or shall cause one of its Affiliates to, make a written offer of employment, on the terms and conditions consistent with this Section 5.7 and applicable Law, to each Business Employee (other than any ARD Employee), with each such offer effective as of and contingent upon the Closing and providing for employment commencing as of the Closing. Purchaser shall provide the template for each applicable offer letter to Seller in advance of delivering offers of employment to any Business Employees each such template shall be subject to Seller's review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Effective as of the Closing, Seller and its Affiliates shall cease to employ any Business Employee. With respect to each Business Employee who is not actively working on the Closing Date as a result of an approved leave of absence (including leave under the Uniformed Services Employment and Reemployment Rights Act, the Family and Medical Leave Act of 1993, or the Americans with Disabilities Act) (collectively, the "Leave Recipients"), Purchaser shall, or shall cause one of its Affiliates to, make an offer of employment in the manner required by this Section 5.7(b)(ii) contingent on such Leave Recipient's return to active status within the latest of: (i) the date that is six (6) months following the date such leave began, (ii) the return date previously approved by Seller pursuant to any applicable personnel policies of Seller and its Affiliates in effect at the time such leave began as disclosed in writing to Purchaser on or prior to the date hereof or (iii) such longer period as may be required by applicable Law or applicable Collective Bargaining Agreement. When a Leave Recipient who has accepted such offer returns to active status pursuant to the terms hereof, such Leave Recipient shall be considered a Transferred Business Employee as of such return date (such date, the "Transfer Date").

(iii) Each Business Employee whose employment transfers to Purchaser or any of its Affiliates pursuant to Section 5.7(b)(i) or whose employment transfers to Purchaser or any of its Affiliates pursuant to Section 5.7(b)(ii) shall be referred to herein as a "Transferred Business Employee".

(c) Terms and Conditions of Employment. With respect to each Transferred Business Employee who is not covered by a Collective Bargaining Agreement, Purchaser shall, or shall cause its Affiliates to, provide, for a period of at least twelve (12) months following the Closing Date, or such longer period as required by applicable Law: (i) the same wage rate or base salary level in effect for such Transferred Business Employee immediately prior to the Closing; (ii) target cash and equity incentive compensation opportunities for such Transferred Business Employee that are, in each case, no less favorable than those in effect immediately prior to the Closing (it being understood that long-term cash incentive awards may be provided in lieu of equity-based awards); and (iii) employee benefits that are no less favorable in the aggregate to

those in effect for such Transferred Business Employee immediately prior to the Closing. For twelve (12) months following the Closing Date, or, to the extent longer, for the period set forth in Section 5.7(c) of the Seller Disclosure Schedules, Purchaser shall, or shall cause its Affiliates to, provide severance protections as set forth on Section 5.7(c) of the Seller Disclosure Schedules. In addition, with respect to Business Employees located outside of the United States, (other than any ARD Employees), the Parties agree to effectuate the transfer of such Business Employees to avoid the triggering of severance payments to the extent permissible under applicable Law. If Purchaser fails to provide offers to Business Employees who are not covered by a Collective Bargaining Agreement which avoid the triggering of severance payments where permissible under applicable Law, Purchaser will be responsible (or, if applicable, reimburse Seller) for the cost of such severance actually paid to such Business Employee, to the extent required by applicable Law; provided that Seller shall, as of the date of this Agreement, provide Purchaser with all information necessary to make such compliant offers.

(d) Service Credit. As of and after the Closing (or, if later, the Transfer Date), Purchaser shall provide to each Transferred Business Employee full credit for all purposes under each employee benefit plan, policy or arrangement sponsored by Purchaser or any of its Affiliates for the benefit of such Transferred Business Employee for such Transferred Business Employee's service prior to the Closing (or, if later, the Transfer Date) with Seller or any of its Affiliates (or any of their predecessors), to the same extent such service is recognized by Seller and its Affiliates immediately prior to the Closing; provided that such service shall not be credited (i) for purposes of benefit accrual under any defined benefit pension plans or retiree medical plans covering the Transferred Business Employees or for purposes of vesting of equity-based incentive compensation awards, (ii) for purposes of plans that are frozen to new participants or (iii) to the extent such credit would result in any duplication of compensation or benefits.

(e) Health Coverages. Purchaser shall cause (and, in the case of clauses (ii) and (iii), shall use reasonable best efforts to cause) each Transferred Business Employee and his or her eligible dependents to be covered on and after the Closing (or, if later, the Transfer Date) by a group health plan or plans maintained by Purchaser or any of its Affiliates that (i) comply with the provisions of Section 5.7(c) or Section 5.7(n), as applicable, (ii) do not limit or exclude coverage on the basis of any preexisting condition of such Transferred Business Employee or dependent (other than any limitation or exclusion already in effect under the applicable group health Benefit Plan) or on the basis of any other exclusion or waiting period not in effect under the applicable group health Benefit Plan, and (iii) provide each Transferred Business Employee full credit under Purchaser's or such Affiliate's group health plans, for the year in which the Closing Date (or, if later, the Transfer Date) occurs, for any deductible or co-payment already incurred by the Transferred Business Employee under the applicable group health Benefit Plan and for any other out-of-pocket expenses that count against any maximum out-of-pocket expense provision of the applicable group health Benefit Plan or Purchaser's or such Affiliate's group health plans to the extent permitted by such plans.

(f) Severance. If Purchaser fails to (i) make any active Business Employee (other than any ARD Employee) an offer of employment in accordance with Section 5.7(b)(ii) of this Agreement; or (ii) accept the employment of a Business Employee or continue the employment of a Business Employee (other than in respect of a Business Employee who rejects an offer that complies with the terms of Section 5.7(b)(ii)), then, in each case, Purchaser shall, and

shall cause its Affiliates to, reimburse and otherwise indemnify, defend and hold harmless Seller and its Affiliates for any severance benefits that Seller or any of its Affiliates pays or provides to any such Business Employee who is terminated within 90 days following the Closing under applicable Law, a Collective Bargaining Agreement and/or under Seller's applicable severance plans and policies set forth on Section 3.13(b) of the Seller Disclosure Schedules. Purchaser shall, or shall cause its Affiliates, to reimburse Seller for any amounts payable under this Section 5.7(f) as soon as practicable but in any event within thirty (30) days of receipt from Seller of appropriate verification, for all payments, costs and expenses actually paid by Seller or its Affiliates.

(g) Accrued Paid Time Off. Purchaser shall recognize and assume all Liabilities with respect to accrued but unused vacation, sick leave and paid time off for all Transferred Business Employees disclosed in writing to Purchaser at least 15 Business Days prior to Closing. Purchaser shall allow Transferred Business Employees to use the vacation, sick leave and paid time off recognized or established in accordance with the first sentence of this Section 5.7(g) in accordance with the terms of Seller's and its applicable Affiliates' programs in effect immediately prior to the Closing Date.

(h) Disability Benefits. Seller shall be solely responsible for continuing any salary continuation benefits and providing other sick leave, military leave, vacation, holiday, long- or short-term disability or other similar leave of absence benefits to any Leave Recipients. To the extent required by a Collective Bargaining Agreement, Purchaser shall return to work any inactive Business Employee who is subject to a Collective Bargaining Agreement and who is receiving short- or long-term disability benefits as of the Closing Date, but who subsequently becomes able to return to work within the period provided in the Collective Bargaining Agreement that applied to him or her immediately prior to the Closing Date.

(i) 401(k) Plan. Effective at the Closing (or, if later, the Transfer Date), Purchaser shall establish participation by the Transferred Business Employees in Purchaser's tax-qualified defined contribution plan or plans (the "Purchaser 401(k) Plan") for the benefit of each Transferred Business Employee who, as of immediately prior to the Closing (or, if later, the Transfer Date), was eligible to participate in a tax-qualified defined contribution plan maintained by Seller or its Affiliates (collectively, the "Seller 401(k) Plans"). As soon as practicable after the Closing Date (or, if later, the Transfer Date), the Seller 401(k) Plans shall, to the extent permitted by Section 401(k)(10) of the Code, make distributions available to the applicable Transferred Business Employee, and the Purchaser 401(k) Plan shall accept any such distribution (excluding loans) as a rollover contribution if so directed by the Transferred Business Employee to the extent Purchaser determines such rollovers are in compliance with ERISA and the Code.

(j) Flexible Spending Accounts. Seller and Purchaser shall take all actions necessary or appropriate so that, effective as of the Closing Date (or, if later, the Transfer Date) (i) the account balances (whether positive or negative) (the "Transferred FSA Balance") under the applicable flexible spending plan of Seller or its Affiliates (collectively, the "Seller FSA Plan") of each Transferred Business Employee who participates in the Seller FSA Plan shall be transferred to one or more comparable plans of Purchaser or its Affiliates (collectively, the "Purchaser FSA Plan"); (ii) the elections, contribution levels and coverage levels of such Transferred Business Employee shall apply under the Purchaser FSA Plan in the same manner as under the Seller FSA Plan; and (iii) such Transferred Business Employee shall be reimbursed from the Purchaser FSA

Plan for claims incurred at any time during the plan year of the Seller FSA Plan in which the Closing Date (or, if later, the Transfer Date) occurs that are submitted to the Purchaser FSA Plan from and after the Closing Date (or, if later, the Transfer Date) on substantially the same basis and substantially the same terms and conditions as under the Seller FSA Plan. As soon as practicable after the Closing Date (or, if later, the Transfer Date), and in any event within ten (10) Business Days after the amount of the Transferred FSA Balance is determined, Seller shall pay Purchaser the net aggregate amount of the Transferred FSA Balance, if such amount is positive, and Purchaser shall pay Seller the net aggregate amount of the Transferred FSA Balance, if such amount is negative.

(k) Welfare Claims. Seller shall be, or cause its Affiliates to be, responsible for the following under any Benefit Plan: (i) all medical, vision, dental and prescription drug claims for expenses incurred by any Transferred Business Employee or his or her dependents, (ii) all claims for short-term and long-term disability income benefits incurred by any Transferred Business Employee and (iii) all claims for group life, travel and accident, and accidental death and dismemberment insurance benefits incurred by any Transferred Business Employee, in each case, on or prior to the Closing Date (or, if later, the Transfer Date). Purchaser shall be, or shall cause its Affiliates to be, responsible for all (A) medical, vision, dental and prescription drug claims for expenses incurred by any Transferred Business Employee or his or her dependents or beneficiaries, if any, (B) claims for short-term and long-term disability income benefits incurred by any Transferred Business Employee and (C) claims for group life, travel and accident, and accidental death and dismemberment insurance benefit incurred by any Transferred Business Employee, in each case, after the Closing Date (or, if later, the Transfer Date). Except in the event of any claim for workers' compensation benefits, for purposes of this Agreement, the following claims and liabilities shall be deemed to be incurred as follows: (1) medical, vision, dental and/or prescription drug benefits (including hospital expenses), upon provision of the services, materials or supplies comprising any such benefits and (2) short and long-term disability, life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, illness, injury or accident giving rise to such benefits.

(l) Workers' Compensation. Effective as of the Closing, Purchaser shall be responsible for all claims for workers' compensation claims on behalf of the Transferred Business Employees, whether arising prior to, on or after the Closing Date (or, if later, the Transfer Date) by any Transferred Business Employee; provided, however, that to the extent workers' compensation with respect to any Transferred Business Employee is covered by an insured arrangement, Purchaser's obligation shall be in accordance with Section 5.9 of this Agreement. For purposes of this Section 5.7(l), a claim for workers' compensation benefits shall be deemed to be incurred when the event giving rise to the claim occurs; provided that a workers' compensation claim that arises from a repetitive activity that occurs over a period both preceding and following the Closing Date (or, if later, the Transfer Date) shall be deemed to be a joint responsibility of Seller and Purchaser and shall be equitably apportioned between Seller and Purchaser based upon the relative periods of time that the workers' compensation claim transpired preceding and following the Closing Date (or, if later, the Transfer Date).

(m) Cash Incentive Compensation.

(i) If the Closing Date occurs on or after January 1, 2022, but prior to the 2021 Payment Date (as defined below), Seller shall cause to be paid, to each Transferred Business Employee who is eligible to participate in any Benefit Plan providing annual cash incentive compensation payments (any such Benefit Plan, an "Annual Cash Bonus Plan" and any such payment, an "Annual Cash Bonus"), subject to each such Transferred Business Employee's continued employment with Seller or its Affiliates through December 31, 2021, an Annual Cash Bonus under the applicable Annual Cash Bonus Plan in respect of calendar year 2021 (the "2021 Cash Bonus") based on the greater of target achievement and actual performance as determined by Seller in its discretion, in accordance with the terms of the applicable Cash Bonus Plan, on the date such Annual Cash Bonuses are made in the ordinary course of business to similarly situated employees of Seller and its Affiliates (and in no event later than March 15, 2022) (the "2021 Payment Date"). If the Closing Date occurs prior to the 2021 Payment Date, Purchaser shall cooperate with Seller and its Affiliates to facilitate the payment of such 2021 Cash Bonus to the applicable Transferred Business Employees, including, if requested by Seller, by paying such amounts to the applicable Transferred Business Employees subject to applicable Tax withholding and remitting the Tax withholding and payroll Taxes to the appropriate Tax authority, provided that Seller provides Purchaser with cash equal to the amount of all applicable payments prior to payment by Purchaser.

(ii) At or promptly following the Closing, Seller shall pay or cause to be paid, to each Transferred Business Employee who is eligible to participate in any Annual Cash Bonus Plan, subject to each such Transferred Business Employee's continued employment with Seller or its Affiliates through the Closing Date, a prorated Annual Cash Bonus in respect of calendar year 2022 (the "2022 Cash Bonus") under the applicable Annual Cash Bonus Plan for the performance period in which the Closing occurs based on target achievement and prorated for the portion of the performance period elapsed under the applicable Annual Cash Bonus Plan from the beginning of such performance period through the Closing Date. Purchaser shall cooperate with Seller and its Affiliates to facilitate the payment of such 2022 Cash Bonus to the applicable Transferred Business Employees, including, if requested by Seller, by paying such amounts to the applicable Transferred Business Employees subject to applicable Tax withholding and remitting the Tax withholding and payroll Taxes to the appropriate Tax authority, provided that Seller provides Purchaser with cash equal to the amount of all applicable payments prior to payment by Purchaser.

(iii) Purchaser shall (i) assume, effective as of the Closing, each Benefit Plan providing cash incentive compensation (other than Annual Cash Bonuses) to any Transferred Business Employee and (ii) assume and bear all Liability for all cash incentive compensation payments (other than the Annual Cash Bonuses) payable to Transferred Business Employees under any Benefit Plan in respect of the performance period in which the Closing occurs, in each case, to the extent included in the calculation of Net Working Capital.

(n) Collective Bargaining Agreements. Purchaser and Seller shall, and shall cause their Affiliates to, cooperate to take all steps, on a timely basis, as are required under applicable Law or any Collective Bargaining Agreement to notify, consult with, or negotiate the effect, impact, terms or timing of the transactions contemplated by this Agreement with each union, labor board, employee group, or Governmental Entity where so required under applicable

Law. Purchaser and Seller further agree to the terms and conditions set forth on Section 5.7(n) of the Seller Disclosure Schedules.

(o) Seller Equity Awards. Seller shall retain all Liabilities in respect of all equity-based incentive compensation awards granted to Business Employees that are outstanding as of the Closing Date whether or not such awards would be settled in equity or cash (the "Outstanding Awards"), and Purchaser shall assume no Liabilities with respect to such Outstanding Awards. All Outstanding Awards shall remain outstanding and will continue to vest in accordance with the terms and conditions (including performance-based vesting requirements) of such Outstanding Awards, except that the service requirement will no longer apply to such Outstanding Awards effective as of the Closing Date (or, if later, the Transfer Date), with applicable performance goals deemed achieved at the greater of target achievement and actual performance as determined by Seller on the applicable vesting date in good faith based on actual performance. In addition, Seller and its Affiliates shall retain all other obligations related to the Outstanding Awards, including, but not limited to, all responsibility for the administration and settlement of such Outstanding Awards in accordance with the terms of this Section 5.7(o).

(p) WARN Act. Seller and its Affiliates shall provide any required notice under, and shall retain all liabilities relating to, the WARN Act and similar state, local and foreign Laws or any other similar applicable Law, with respect to the termination of employment of Business Employees prior to the Closing Date. Seller shall notify Purchaser prior to Closing of any layoffs of any Business Employees in the 90-day period prior to Closing.

(q) Cooperation and Exchange of Information. Purchaser and Seller shall, and shall cause their respective Affiliates to, reasonably cooperate in all matters reasonably necessary to effect the transactions contemplated by this Section 5.7, including exchanging information and data relating to employment and labor matters, and in obtaining any governmental approvals required hereunder, in each case, subject to the requirements of applicable Law.

(r) No Third-Party Beneficiaries. Without limiting the generality of Section 9.4, the provisions of this Section 5.7 are solely for the benefit of the Parties and no current or former employee, director or independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement, and nothing herein, express or implied, shall be construed (i) as an amendment to any Benefit Plan or other employee benefit plan for any purpose, (ii) to in any way limit the authority of Seller or Purchaser or (iii) to confer upon any Business Employee or legal representative or beneficiary thereof or other Person, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement or a right of any employee or beneficiary of such employee or other Person under an employee benefit plan that such employee or beneficiary or other Person would not otherwise have under the terms of that employee benefit plan without regard to this Agreement.

Section 5.8 Names Following Closing. Except for those Marks included in the Transferred CGS Business Intellectual Property, neither Purchaser nor any of its Affiliates shall use, or have the right to use, the Seller Marks or any name or mark that is confusingly similar to or embodies the Seller Marks; provided that, to the extent any Seller Marks are included or incorporated in any written materials included in the Purchased Assets, Purchaser and its Affiliates

may use such materials solely in the ordinary course of business consistent with past practice until the earlier of three (3) months from the Closing Date or the depletion thereof. From and after the Closing Date, neither Purchaser nor any of its Affiliates shall challenge or assist any third party to challenge the validity, enforceability or ownership of any of the Seller Marks.

Section 5.9 Insurance.

(a) From and after the Closing, the Purchased Assets and Assumed Liabilities shall cease to be insured by Seller's and its Affiliates' respective current and historical insurance policies or programs and by any of their current and historical self-insured programs, and none of Purchaser or its Affiliates shall have any access, right, title or interest to or in any such insurance policies, programs or self-insured programs (including to all claims and rights to make claims and all rights to proceeds) to cover any Purchased Asset, Assumed Liability or any other liability arising from the operation of the CGS Business. Seller and its Affiliates may, effective at or after the Closing, amend any insurance policies and ancillary arrangements in the manner they deem appropriate to give effect to this Section 5.9(a). From and after the Closing, Purchaser shall be responsible for securing all insurance it considers appropriate for its operation of the CGS Business.

(b) Notwithstanding Section 5.9(a), with respect to events or circumstances relating to the CGS Business, the Purchased Assets and the Assumed Liabilities that occurred or existed prior to the Closing that are covered by an Available Insurance Policy, after the Closing, Seller shall or shall cause its Affiliates to provide Purchaser with access to such Available Insurance Policies and, at Purchaser's reasonable request, will take commercially reasonable actions to assist Purchaser in making claims under the Available Insurance Policies in respect of the CGS Business, the Purchased Assets and the Assumed Liabilities under the Available Insurance Policies (which claims, for the avoidance of doubt, shall be made by Seller or its applicable Subsidiary on behalf of Purchaser or the CGS Business), and Purchaser shall exclusively bear the amount of (i) any "deductibles" or net retentions associated with such claims and (ii) any out-of-pocket costs and expenses incurred by Seller or its Affiliates with respect to such claims that are not covered under the relevant Available Insurance Policies, including any increase in premiums attributable to such claims. If and to the extent that on or after the Closing Date, any of Seller or its Affiliates receives any payment in respect of any such claim relating to any Purchased Asset under the Available Insurance Policies, Seller shall, and shall cause its Affiliates to, hold such payment for the benefit of Purchaser and remit such payment to Purchaser or its designee as promptly as practicable.

Section 5.10 Litigation Support. In the event that and for so long as Seller or any of its Affiliates or Purchaser is prosecuting, contesting, defending or otherwise involved in any Proceeding by a third party in connection with (a) the Transaction or any of the other transactions contemplated under this Agreement or the other Transaction Documents, or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction relating to, in connection with or arising from the CGS Business, the Purchased Assets or the Assumed Liabilities, to the extent permitted by Law and contractual obligations, Purchaser and Seller shall, and shall cause their respective Affiliates (and its and their respective officers and employees) to, reasonably cooperate with the other Party and its counsel, at such other Party's expense, in such prosecution, contest or defenses, including making available

its personnel, and providing such testimony and access to its books and records as shall be reasonably necessary in connection with such prosecution, contest or defense; provided that Purchaser and Seller acknowledge and agree that this Section 5.10 shall not apply with respect to any Proceeding with respect to which Purchaser and/or its Affiliates are adverse to Seller and/or its Affiliates.

Section 5.11 Payments.

(a) Seller shall, or shall cause its applicable Affiliate to, promptly pay or deliver to Purchaser (or its designated Affiliates) any monies or checks that have been sent to Seller or any of its Affiliates after the Closing Date by customers, suppliers or other contracting parties of the CGS Business to the extent that they are in respect of a Purchased Asset or Assumed Liability hereunder.

(b) Purchaser shall, or shall cause its applicable Affiliate to, promptly pay or deliver to Seller (or its designated Affiliates) any monies or checks that have been sent to Purchaser (including the CGS Business) after the Closing Date to the extent that they are in respect of an Excluded Asset or Retained Liability hereunder.

Section 5.12 Non-Solicitation of Employees.

(a) For a period of one (1) year from the Closing Date, without the prior written consent of the other Party, each Party agrees that neither it nor any of its controlled Affiliates shall, directly or indirectly, employ, hire, engage, recruit or solicit for employment or induce or attempt to induce to leave the employ of the other Party or its Affiliates any Covered Employee; provided that neither Party nor any of its controlled Affiliates shall be precluded from taking any such action with respect to any such individual (i) whose employment ceased no less than six (6) months prior to commencement of employment discussions between such Party or its controlled Affiliates and such individual, (ii) who responds to a general solicitation not specifically targeted at employees of the other Party or any of its Affiliates (including by a search firm or recruiting agency) or (iii) who initiates discussions regarding such employment without any solicitation by such Party or any of its controlled Affiliates in violation of this Agreement; provided, further, that such Party and its controlled Affiliates shall not be restricted from engaging in solicitations or advertising not targeted at any employee of the other Party or any of its Subsidiaries.

(b) For purposes of this Section 5.12, "Covered Employees" shall mean, for purposes of Seller's obligations hereunder, any Transferred Business Employee and, for purposes of Purchaser's obligations hereunder, any employee of Seller or any of its Subsidiaries where a Transferred Business Employee has any direct or indirect role in any such employment, hiring, engagement, recruitment or solicitation or inducement or attempt, whether by (i) identifying or introducing Purchaser or such any of its controlled Affiliates to such employee, (ii) opining on or confirming information related to such employee or (iii) directing or encouraging others to take any such actions.

Section 5.13 Purchaser Financing.

(a) In furtherance and not in limitation of the foregoing, Purchaser shall use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, all things necessary, proper or advisable to obtain the proceeds of the Committed Financing on the terms and subject only to the conditions described in the Commitment Letter on the Closing Date in an amount, when taken together with available cash on hand or other immediately available funds of Purchaser, sufficient to fund the Payment Amounts on the Closing Date, including by (i) maintaining in effect the Commitment Letter (until the termination thereof in accordance with its terms), (ii) negotiating and entering into definitive agreements with respect to the Committed Financing (the "Definitive Agreements") consistent with the terms and conditions contained in the Commitment Letter (including, as necessary, the "flex" provisions contained in any related fee letter), (iii) satisfying on a timely basis all conditions within the control of Purchaser in the Commitment Letter and the Definitive Agreements and complying with its obligations thereunder and (iv) enforcing its rights under the Commitment Letter. Purchaser shall comply with its obligations, and enforce its rights, under the Commitment Letter and Definitive Agreements in a timely and diligent manner.

(b) In the event any portion of the Committed Financing contemplated by the Commitment Letter becomes unavailable, regardless of the reason therefor (and such portion, when taken together with available cash on hand or other immediately available funds of Purchaser, is necessary for Purchaser to fund the Payment Amounts on the Closing Date), Purchaser shall (i) promptly notify the Seller in writing of such unavailability and the reason therefore and (ii) use reasonable best efforts to arrange and obtain, as promptly as practicable following the occurrence of such event, alternative financing for any such portion from alternative financing sources (the "Alternative Financing") in an amount sufficient, when taken together with the available portion of the Committed Financing and available cash on hand or other immediately available funds of Purchaser, to fund the Payment Amounts on the Closing Date and which does not include any conditions to the consummation of such Alternative Financing that are less favorable to Purchaser, in the aggregate, than the conditions set forth in the Commitment Letter as of the date hereof. To the extent requested by Seller, Purchaser shall keep the Seller reasonably informed on a current basis of the status of its efforts to arrange and consummate the Financing. Without limiting the generality of the foregoing, Purchaser shall promptly notify the Seller in writing if Purchaser becomes aware that there exists any actual or threatened in writing breach, default, repudiation, cancellation or termination by any party to the Commitment Letter or any Definitive Agreement and a copy of any written notice or other written communication from any Financing Source received by Purchaser with respect to any actual or threatened in writing breach, default, repudiation, cancellation or termination by any party to the Commitment Letter or any Definitive Agreement of any provision thereof. The foregoing notwithstanding, compliance by Purchaser with this Section 5.13 shall not relieve Purchaser of its obligations to consummate the transactions contemplated by this Agreement whether or not the Financing is available.

(c) Purchaser shall not, without the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed), consent or agree to any amendment, replacement, supplement, termination or modification to, or any waiver of any provision under, the Commitment Letter or the Definitive Agreements, if such amendment, replacement, supplement, termination, modification or waiver (i) decreases the aggregate amount

of the Committed Financing (except to the extent Purchaser has arranged Alternative Financing obtained in accordance with Section 5.13(b)) below the amount necessary, when taken together with the available portion of the Committed Financing, the available portion of any Alternative Financing and available cash on hand or other immediately available funds of Purchaser, to fund the Payment Amounts on the Closing Date, (ii) would reasonably be expected to prevent, materially delay or materially impede the ability of Purchaser to consummate the transactions contemplated by this Agreement, (iii) materially and adversely impacts the ability of Purchaser to enforce its rights against the other parties to the Commitment Letter or the Definitive Agreements, or (iv) adds new (or adversely modifies any existing) conditions to the consummation of all or any portion of the Committed Financing in a manner that would reasonably be expected to make it less likely that the Committed Financing will be funded; provided, that Purchaser may amend the Commitment Letter or the Definitive Agreements to add lenders, lead and other arrangers, bookrunners, syndication and other agents or other entities who had not executed the Commitment Letter as of the date of this Agreement. Upon any amendment, replacement, supplement, termination, modification or waiver of the Commitment Letter, Purchaser shall provide a copy thereof to the Seller and, to the extent such amendment, replacement, supplement, termination, modification or waiver has been made in compliance with this Section 5.13(c), the term "Commitment Letter" means the applicable Commitment Letter as so amended, replacement, supplemented, terminated (if terminated in part), modified or waived. Notwithstanding the foregoing, compliance by Purchaser with this Section 5.13(c) shall not relieve Purchaser of its obligation to consummate the transactions contemplated by this Agreement whether or not the Financing is available. To the extent Purchaser obtains Alternative Financing pursuant to Section 5.13(b) or amends, replaces, supplements, terminates (in part), modifies or waives any of the Committed Financing pursuant to this Section 5.13(c), references to the "Committed Financing," "Financing Sources" and "Commitment Letter" (and other like terms in this Agreement) shall be deemed to refer to such Alternative Financing, the commitments thereunder, the financing sources therefor and the agreements with respect thereto, or the Committed Financing as so amended, replaced, supplemented, terminated (in part), modified or waived.

(d) Prior to Closing (or the earlier termination of this Agreement pursuant to Section 8.1), subject to the limitations set forth in this Section 5.13, and unless otherwise agreed by Purchaser, Seller will, at Purchaser's cost and expense (as provided in clause (h) below) use reasonable best efforts to (and will use reasonable best efforts to cause the other Seller Entities and their Affiliates and Representatives to) cooperate with Purchaser as may be reasonably requested by Purchaser in writing in connection with Purchaser's or its Affiliates' arrangement, syndication and obtaining of financing, including the Committed Financing and any Alternative Financing, in connection with the transactions contemplated hereby (collectively, the "Financing"). Such cooperation will include Seller using reasonable best efforts to:

(i) cooperate with the customary and reasonable marketing efforts of Purchaser in connection with the Financing, including making appropriate senior officers of the CGS Business reasonably available, with appropriate advance notice, for participation in a reasonable number of lender or investor meetings, due diligence sessions, drafting sessions, meetings with ratings agencies and road shows, and providing reasonable assistance in the preparation of rating agency presentations, confidential information memoranda, private placement memoranda, offering memoranda, prospectuses, registration statements, filings with the

U.S. Securities and Exchange Commission (the "SEC"), lender and investor presentations and similar documents (all of the foregoing, collectively, the "Offering Documents") as may be reasonably requested by Purchaser, in each case, with respect to information relating to the CGS Business in connection with such marketing efforts, in each case, in connection with the Financing;

(ii) prepare and furnish to Purchaser and the lenders, arrangers, bookrunners, underwriters, initial purchasers, placement agents, administrative agents, trustees or similar representatives, banks or other financing sources that have committed to provide or arrange or otherwise entered into agreements in connection with all or any party of the Financing or to purchase securities from or place securities or arrange or provide loans for Purchaser as part of the Financing (the "Financing Sources") in respect of all or any part of the Financing, on a confidential basis, as promptly as reasonably practicable, all information with respect to the CGS Business as is reasonably requested by Purchaser and is customarily (A) required for the marketing, arrangement and syndication of financings or (B) used in the preparation of any Offering Documents or road shows relating to any financing, provided that such information shall be limited to information and data derived from the historical books and records of Seller and its Affiliates;

(iii) furnish at least five Business Days prior to the Closing Date all documentation and other information required by a Governmental Entity or any Financing Source under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) and anti-bribery and anti-corruption rules and regulations to the extent reasonably requested by Purchaser at least eight Business Days prior to the Closing Date;

(iv) furnish the unaudited combined financial information of the CGS Business consisting of balance sheet accounts associated with the CGS Business as of the last day of any subsequent fiscal quarter of the CGS Business ending at least 45 days prior to the Closing Date and the related adjusted statements of operations and statement of profits and losses of the CGS Business for the fiscal quarters of the CGS Business then ended;

(v) assist with the Financing Sources' requests for due diligence in connection with the Financing to the extent customary and reasonable;

(vi) provide reasonable assistance in the execution and preparation of the definitive agreements relating to the Financing, including to, to the extent applicable, obtain customary lien terminations and releases in respect of any Indebtedness of, or Liens (other than Permitted Liens (excluding for this purpose Permitted Liens described in clause (g) of the definition of such term)) on the assets of, the CGS Business to be repaid, discharged, released and terminated at Closing in accordance with the terms of this Agreement; and

(vii) reasonably promptly update (and to cause the Seller Entities and their Affiliates and Representatives to reasonably promptly update) any information in respect of Seller and the CGS Business to be included in any document filed with the SEC so that such information does not contain, as of the time provided, any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading

(e) Nothing in this Section 5.13 shall require Seller or any of its Subsidiaries to take or permit the taking of any action that would:

(i) require the Seller or its Subsidiaries or any of their respective Affiliates or any of their directors, employees, officers, members, partners, managers or other Representatives to (x) deliver legal opinions or reliance letters or any certificate as to solvency in connection with the Financing or (y) deliver any other letter, agreement, document or certificate in connection with the Financing or the taking of any corporate action in connection with the Financing or adopt resolutions or consents to approve or authorize any of the foregoing that, in each case, is not contingent on, or that would be effective prior to, the occurrence of the Closing (other than customary authorization letters executed in connection with the Financing);

(ii) require Seller or any of its Affiliates to pay any commitment or other similar fee or incur any other expense, liability or other obligation prior to the Closing (except, as to expenses, for which it is entitled to reimbursement or is otherwise indemnified by or on behalf of Purchaser) or have any obligation of Seller or any of its Affiliates under any agreement, certificate, document or instrument be effective until the Closing (other than customary authorization letters executed in connection with the Financing);

(iii) cause any Representative of Seller or any of its Affiliates to take any action that would reasonably be expected to result in such Representative incurring any personal liability;

(iv) waive or amend any terms of this Agreement;

(v) reasonably be expected to result in a material violation or breach of, or a default (with or without notice, lapse of time, or both) under, any Contract to which Seller or any of its Affiliates is a party;

(vi) other than as contemplated by Section 5.13(i), require the Seller or its Subsidiaries or any of their respective Affiliates or any of their directors, employees, officers, members, partners or managers to request, facilitate, obtain or perform or cause to be requested, facilitated, obtained or performed an audit of any financial information regarding the CGS Business, including without limitation the Business Financial Information;

(vii) provide any indemnity for which it has not received prior reimbursement or is not otherwise indemnified by or on behalf of Purchaser;

(viii) conflict with or violate any charter or other Organizational Documents of Seller or any of its Affiliates or any applicable Laws;

(ix) cause any representation or warranty in this Agreement to be breached by Seller or any of its Affiliates or that would cause any condition set forth in Article VII to fail to be satisfied (in each case unless Purchaser irrevocably waives such breach or failure prior to Seller or any of its Subsidiaries taking such action);

(x) unreasonably interfere with Seller's and its Subsidiaries' business or operations;

(xi) other than as contemplated by Section 5.13(d)(iv) or Section 5.13(i), require Seller or any of its Affiliates to prepare or deliver any (A) financial statements or information that are not available to it and prepared in the ordinary course of its financial reporting practice, (B) pro forma financial statements or pro forma financial information, (C) description of all or any portion of the Financing, including any "description of notes", "plan of distribution" and information customarily provided by investment banks or their counsel or advisors in preparation of an offering memorandum for private placements of non-convertible, high yield debt securities issued pursuant to Rule 144A promulgated under the Securities Act, (C) risk factors relating to all or any component of the Financing, (D) (1) historical financial statements or other information required by Rule 3-05, Rule 3-09, Rule 3-10, Rule 3-16, Rule 13-01 or 13-02 of Regulation S-X under the Securities Act, (2) any compensation discussion and analysis or other information required by Item 10, Item 402 and Item 601 of Regulation S-K under the Securities Act, XBRL exhibits or any information regarding executive compensation or related persons related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A, (3) separate Subsidiary financial statements, related party disclosures, or any segment reporting or disclosure, including any required by FASB Accounting Standards Codification Topic 280 or (4) other information customarily excluded from an offering memorandum for an offering of non-convertible, high-yield debt securities issued pursuant to Rule 144A promulgated under the Securities Act, (E) projections, "management's discussion and analysis" or similar narrative disclosures for Seller or its Subsidiaries or (F) information regarding any post-Closing or pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments desired to be incorporated into any information used in connection with the Financing;

(xii) provide access to or disclose information that Seller or any of its Affiliates determines would jeopardize any attorney-client privilege or other applicable privilege or protection of Seller or any of its Affiliates; or

(xiii) require Seller or any of its Affiliates, prior to the Closing, to be an issuer or other obligor with respect to the Financing.

(f) Seller hereby consents to the use of the logos of the CGS Business by Purchaser, to the extent applicable, in connection with the Financing; provided that such logos are used solely in a manner that is not intended nor reasonably likely to harm or disparage the Seller or Seller's Subsidiaries or the reputation or goodwill of Seller or Seller's Subsidiaries.

(g) Notwithstanding anything to the contrary contained herein or in the Confidentiality Agreement, Seller consents and agrees that all information referenced in Section 5.13(d) may be shared with and delivered to the Financing Sources and rating agencies (in each case, subject to customary confidentiality arrangements).

(h) Purchaser shall indemnify and hold harmless Seller, its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, reasonable and documented out-of-pocket costs and expenses, interest, awards, judgments and

penalties actually suffered or incurred by them in connection with the arrangement of the Financing or any action taken in accordance with this Section 5.13 and any information utilized in connection therewith (other than information provided by Seller, any of its Subsidiaries or any of their respective Representatives on their behalf in writing for use in the Offering Documents), in any case, except to the extent suffered or incurred (i) as a result of the bad faith, the gross negligence, willful misconduct, fraud or intentional misrepresentation by or of Seller or its Subsidiaries or their respective Representatives and (ii) as a result of any breach of this Agreement by Seller, its Subsidiaries or any of their respective Representatives. In addition, Purchaser shall, promptly upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs incurred by Seller, its Subsidiaries and their respective Representatives in connection with this Section 5.13.

(i) Following the date of this Agreement, Seller shall use commercially reasonable efforts to prepare, or use commercially reasonable efforts to cause to be prepared, each of (i) the audited combined balance sheets of the CGS Business as of December 31, 2020 and December 31, 2021 and (ii) the related adjusted statements of operations and profits and losses for the fiscal year or years, as applicable, then ended (the items referred to in clauses (i) and (ii), the "Audited Financial Statements"), which Audited Financial Statements shall (A) be derived from the books and records of Seller, the other Seller Entities and their respective Subsidiaries and include the application of certain management judgements made in good faith, (B) fairly present, in accordance with GAAP, in all material respects, the combined financial position of the CGS Business as of the date thereof and the combined results of operations of the CGS Business for the period covered therein and (C) be prepared as between such Audited Financial Statements on a comparable basis in accordance with GAAP and on the basis of the same accounting principles, methods and procedures, consistently applied in all material respects throughout the periods indicated. Promptly following the availability thereof, Seller shall deliver, or cause to be delivered, to Purchaser the Audited Financial Statements (it being understood that the delivery of the Audited Financial Statements shall not be a condition to Closing). To the extent not provided prior to the Closing, Seller shall use reasonable best efforts to deliver, or cause to be delivered, the Audited Financial Statements to Purchaser following Closing upon finalization thereof.

(j) Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt or availability of any funds or financing (including the Financing) by or to Purchaser or any of its Affiliates or any other financing transaction be a condition to any of Purchaser's obligations hereunder.

Section 5.14 Excluded Enterprise Agreements. Purchaser covenants and agrees to use commercially reasonable efforts (and Seller shall provide commercially reasonable assistance with respect thereto) to negotiate and enter into Contracts with the counterparties to the Excluded Enterprise Agreements set forth on Section 3.7(a) of the Seller Disclosure Schedules with respect to the subject matter of such Excluded Enterprise Agreements (on such terms as Purchaser may agree to) and the costs and expenses of negotiating and entering into such Contracts shall be borne solely by Purchaser; provided that Purchaser may elect not to negotiate and enter into any such Contract if it has an existing Contract with the counterparty to such Excluded Enterprise Agreement or otherwise determines that it does not desire for the CGS Business to continue its commercial relationship with such counterparty; provided, further, that if Purchaser elects not to negotiate and enter into any such Contract, then all costs, expenses and Liabilities incurred by

Purchaser or any of its Affiliates (including the CGS Business) relating to or arising from its failure to procure the subject matter of such Excluded Enterprise Agreements will be borne solely by Purchaser and/or such Affiliates.

Section 5.15 Residuals. Notwithstanding the transfer of Transferred Technology to Purchaser, the Parties acknowledge that Seller or its Subsidiaries may have retained copies of *de minimis* parts of Transferred Technology (including the Software set forth on Section 1.1(f) of the Seller Disclosure Schedules) as components or elements of other Technology retained by Seller or its Subsidiaries and in use prior to the Closing and that the continued use of such Technology is permitted and shall not be a breach of this Agreement.

Section 5.16 Purchaser Licensing Commitment.

(a) The Parties acknowledge that Seller and its Subsidiaries currently license certain Intellectual Property Rights and redistribute data from the CGS Business. From and after the Closing, and consistent with the CGS Business's existing practices, Purchaser shall continue to make available to Seller and its Subsidiaries on fair, reasonable and non-discriminatory terms (and, in any case, terms that are no less favorable than the terms enjoyed by Purchaser in its capacity as a licensee or distributor of data from the CGS Business) any license or redistribution right with respect to the Intellectual Property Rights and data of the CGS Business that is commercially available as of such time to, or subject to redistribution by other market participants as of such time.

(b) Notwithstanding anything in this Agreement to the contrary and for the avoidance of doubt, Seller will have the authority to enforce the commitment set forth in Section 5.16(a) pursuant to the terms of Section 9.6 of this Agreement.

(c) The Parties further acknowledge that Seller will, prior to the Closing, make those changes or amendments to the certain Agreement as set forth on Section 5.16(c) of the Seller Disclosure Schedules.

Section 5.17 Exclusive Dealing. Prior to the Closing provided that Purchaser is complying with its obligations under this Agreement in good faith, Seller shall not, and shall cause its Affiliates and Representatives not to, directly or indirectly, take or continue any action to solicit, initiate, encourage or facilitate the making of any Acquisition Proposal or any inquiry with respect to an Acquisition Proposal or engage in substantive discussions or negotiations, or enter into any agreements with any Person with respect to an Acquisition Proposal.

Section 5.18 Cooperation.

(a) From and after the Closing, (i) Purchaser shall assume, and have full control over all aspects of, the defense of the Specified Proceedings, (ii) Purchaser shall have the right in its sole discretion to select and retain counsel to represent it, its Affiliates and the CGS Business in respect of the Specified Proceedings and (iii) Seller may, at its option and sole expense, participate in the defenses of, and select and retain counsel to represent it and its Affiliates in respect of, the Specified Proceedings. Nothing in this Section 5.18 shall be deemed to modify in

any manner the allocation of Liabilities with respect to the Specified Proceedings as set forth in Sections 2.6 or 2.7.

(b) In furtherance of the foregoing in this Section 5.18, (i) Seller shall deliver to Purchaser at Closing all Investigation Records in the possession of Seller or any of its Subsidiaries, (ii) Seller shall be permitted to redact any such Investigation Records to the extent they are not reasonably separable from records that do not constitute Investigation Records and (iii) Seller shall be permitted to retain copies of all such Investigation Records. Upon Purchaser's request, Seller shall, or shall cause one or more of its Subsidiaries to, enter into one or more joint defense agreements or similar agreements with Purchaser or its designees, each in a form reasonably acceptable to Purchaser, in respect of any such Investigation Records that are subject to attorney work product protection or attorney-client or other established legal privilege.

(c) From and after the Closing, each of Purchaser and Seller shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Affiliates respective former, current and future directors, officers, employees, other personnel and agents as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to reasonable business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Specified Proceedings. The requested party agrees to make the designated person or persons and books, records or other documents available to the requesting party upon reasonable notice.

(d) Prior to Closing, Seller shall keep Purchaser reasonably and promptly informed regarding any material developments in any Specified Proceeding.

Section 5.19 Transition Services Agreement. Following the date hereof, the Parties shall, and shall cause their respective Affiliates to, between the date hereof and the Closing Date, work diligently and in good faith using commercially reasonable efforts to review and mutually complete Exhibit A of the Transition Services Agreement (the "TSA Schedules") within the parameters set forth therein where specified and to mutually identify and implement any changes, additions and updates that should be made to the TSA Schedules to include services (other than Excluded Services) that would qualify as "Additional Services" under the Transition Services Agreement if identified during the term of the Transition Services Agreement such that, as of the Closing Date, the representation and warranty set forth in Section 3.7 shall be true.

ARTICLE VI
CERTAIN TAX MATTERS

Section 6.1 Cooperation and Exchange of Information.

(a) Each of Purchaser and Seller shall, and shall cause its Affiliates to, provide to the other Party (at the expense of the requesting party with respect to any out-of-pocket expenses or costs that are incurred) such cooperation, documentation and information as either of them may reasonably request in (i) preparing or filing any Tax Return relating to the CGS Business, the Purchased Assets or the Assumed Liabilities, or (ii) the conduct of any Tax Proceeding relating to

the CGS Business, the Purchased Assets or the Assumed Liabilities. Each of Purchaser and Seller shall make its employees reasonably available on a mutually convenient basis at its cost to provide an explanation of any documents or information so provided.

(b) Notwithstanding anything to the contrary in this Agreement, in no event shall Purchaser or any of its Affiliates be entitled to receive or view, or have any rights with respect to any Tax Proceeding relating to, any Tax Return of (i) Seller or any of its Affiliates or (ii) any consolidated, affiliated, fiscal, loss sharing, combined or similar group of which Seller or any of its Affiliates is a member (any Tax Return described in clause (i) or (ii), a "Seller Tax Return"); provided, that the above provisions of this Section 6.1(b) shall not prohibit Purchaser from receiving or viewing a non-income Tax Return of Seller or its Affiliates, which Tax Return relates solely to non-income Taxes with respect to the Purchased Assets, the Assumed Liabilities or the CGS Business and is reasonably requested by Purchaser pursuant to Section 6.1(a).

Section 6.2 Tax Treatment of Payments. Except to the extent otherwise required pursuant to a "determination" (within the meaning of Section 1313(a) of the Code), Seller, Purchaser, and their respective Subsidiaries and Affiliates shall treat any and all payments under Section 2.9(f) of this Agreement as an adjustment to the purchase price for U.S. federal income Tax purposes.

Section 6.3 Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Purchaser shall pay, when due, and be responsible for, 100% of any sales, use, transfer, real estate transfer, registration, documentary, conveyancing, recording, stamp, value added, goods and services or similar Taxes and related fees and costs imposed on or payable in connection with the transfer of the Purchased Assets, the Assumed Liabilities and the CGS Business contemplated by this Agreement ("Transfer Taxes"). The Party responsible under applicable Law for filing the Tax Return with respect to such Transfer Taxes shall prepare and timely file any such Tax Return and promptly provide a copy of such Tax Return to the other Party. Seller and Purchaser shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to cooperate to timely prepare and file any Tax Returns or other filings relating to Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.

Section 6.4 Withholding. Purchaser, Seller and their respective Affiliates shall be entitled to deduct and withhold, or cause to be deducted and withheld, from any amounts otherwise payable pursuant to this Agreement such amounts as it is required to deduct or withhold under applicable Tax Law. In the event any such Person (a "Payor") determines that such amounts otherwise payable would be subject to deduction or withholding under applicable Tax Law, Payor shall use commercially reasonable efforts to, no later than ten (10) days prior to the date on which payment is due, notify the Person otherwise entitled to such amounts (a "Payee") of such determination. Payor shall use commercially reasonable efforts to cooperate with Payee to eliminate or reduce any such deduction or withholding. Such deducted or withheld amounts shall be (i) timely remitted to the applicable Taxing Authority by the Payor and (ii) provided such amounts are so remitted by the Payor, treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made. Payor shall furnish to Payee the original receipt issued by the relevant Taxing Authority, if any, in connection with such remittance or otherwise such other documentation available to Payor and reasonably

satisfactory to Payee, evidencing such remittance, in each case, as soon as reasonably practicable but no later than ten (10) days after the date of such remittance.

Section 6.5 Allocation of Taxes. For all purposes of Article II, Taxes (other than Transfer Taxes) for a Straddle Period shall be allocated as follows: (i) real, personal and intangible *ad valorem* property Taxes ("Property Taxes") for the Pre-Closing Tax Period shall be equal to the amount of such Property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the entire Straddle Period and (ii) Taxes (other than Property Taxes and Transfer Taxes) for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date.

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligations to Close. The respective obligations of Seller and Purchaser to effect the Closing are subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) Regulatory Approvals. Any waiting period under the HSR Act applicable to the transactions contemplated by this Agreement shall have expired or shall have been terminated.

(b) Approval of Purchaser. The EC shall have approved Purchaser as an acceptable acquirer of the Purchased Assets pursuant to the EC Buyer Approval and the EC Commitments, respectively.

(c) Consent of ABA. The ABA Novation Agreement shall have become effective in accordance with its terms.

(d) Consent of LSTA. The LSTA Assignment Agreement shall have become effective in accordance with its terms.

(e) No Injunctions or Restraints. No injunction or other Judgment issued by any court of competent jurisdiction or by any Governmental Entity shall have been entered and remain in effect which restrains, enjoins, prohibits, invalidates, makes illegal or otherwise prevents the consummation of the Transaction.

Section 7.2 Conditions to Obligations of Purchaser to Close. The obligation of Purchaser to effect the Closing is subject to the satisfaction (or waiver by Purchaser) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. (i) The representations and warranties of Seller (other than the Seller Fundamental Representations and the representations and warranties contained in Section 3.6(b)) contained in Article III (disregarding any Business Material Adverse Effect and materiality qualifications set forth therein) shall be true and correct in all respects as of the Closing Date as if made on and as of the Closing Date, except that representations and

warranties that are made as of specific date shall be tested only on and as of such date, except in each case, where the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect, (ii) each of the Seller Fundamental Representations that is qualified by any Business Material Adverse Effect or other materiality qualification shall be true and correct in all respects, and each of the Seller Fundamental Representations that is not so qualified shall be true and correct in all material respects, in each case as of the Closing Date as if made on and as of the Closing Date and (iii) the representations and warranties contained in Section 3.6(b) shall be true and correct in all respects as of the Closing Date as if made on and as of the Closing Date.

(b) Performance of Obligations of Seller. The covenants and agreements of Seller to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) Officer's Certificate. Purchaser shall have received a certificate, dated as of the Closing Date and signed on behalf of Seller by an executive officer of Seller, stating that the conditions specified in Section 7.2(a) and Section 7.2(b) have been satisfied.

Section 7.3 Conditions to Obligations of Seller to Close. The obligation of Seller to effect the Closing is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. (i) Each of the Purchaser Fundamental Representations that is qualified by any Purchaser Material Adverse Effect or other materiality qualification shall be true and correct in all respects, and each of the Seller Fundamental Representations that is not so qualified shall be true and correct in all material respects, in each case as of the Closing Date as if made on and as of the Closing Date and (ii) all other representations and warranties of Purchaser contained in Article IV of this Agreement shall be true and correct in all respects as of the Closing Date as if made on and as of the Closing Date, except that (x) representations and warranties that are made as of specific date shall be tested only on and as of such date and (y) in the case of clause (ii), where the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

(b) Performance of Obligations of Purchaser. The covenants and agreements of Purchaser to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) Officer's Certificate. Seller shall have received a certificate, dated as of the Closing Date and signed on behalf of Purchaser by an executive officer of Purchaser, stating that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied.

(d) Atlantic Closing. The Atlantic Closing shall have occurred.

Section 7.4 Frustration of Closing Conditions. Neither Purchaser nor Seller may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused

by such Party's failure to act in good faith or to use the efforts to cause the Closing to occur as required by this Agreement, including Section 5.1.

Section 7.5 No Survival of Representations, Warranties, Covenants and Other Agreements. The representations and warranties in this Agreement and any certificate delivered hereunder shall not survive the Closing and shall terminate at the Closing. The covenants and other agreements contained in this Agreement that are to be performed prior to the Closing shall not survive the Closing and shall terminate at the Closing. The covenants and agreements contained in this Agreement that are to be performed at or after the Closing shall survive the Closing until fully performed in accordance with their respective terms. Notwithstanding the foregoing, this Section 7.5 and Article IX (other than Section 9.6) shall survive the Closing or termination of this Agreement indefinitely.

ARTICLE VIII
TERMINATION; EFFECT OF TERMINATION

Section 8.1 Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated and the Transaction and the other transactions contemplated by this Agreement abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Purchaser;

(b) by Seller or by Purchaser, if (i) the EC shall have determined that Purchaser is not an acceptable acquirer of the Purchased Assets or (ii) the Merger Agreement is terminated in accordance with its terms prior to the Atlantic Closing;

(c) by Seller, if any of Purchaser's representations and warranties contained in Article IV shall fail to be true and correct or Purchaser shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, and such failure or breach would give rise to the failure of a condition set forth in Section 7.3(a) or Section 7.3(b) and has not been cured by the earlier of (i) the date that is thirty (30) days after the date that Seller has notified Purchaser of such failure or breach and (ii) the Outside Date; provided, that Seller is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement such that such failure or breach would give rise to the failure of a condition set forth in Section 7.2(a) or Section 7.2(b);

(d) by Purchaser, if any of Seller's representations and warranties contained in Article III shall fail to be true and correct or Seller shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, and such failure or breach would give rise to the failure of a condition set forth in Section 7.2(a) or Section 7.2(b) and has not been cured by the earlier of (i) the date that is thirty (30) days after the date that Purchaser has notified Seller of such failure or breach and (ii) the Outside Date; provided that Purchaser is not then in breach of any of their respective representations, warranties, covenants or agreements contained in this Agreement such that such failure or breach would give rise to the failure of a condition set forth in Section 7.3(a) or Section 7.3(b);

(e) by Seller or by Purchaser, if the Closing shall not have occurred on or prior to June 24, 2022 (such date, the "Outside Date"); provided that if the Closing shall not have occurred by the Outside Date and on that date any of the conditions set forth in Section 7.1(a) or Section 7.1(b) would not be satisfied, but all other conditions would have been satisfied or waived (other than those that by their terms are to be fulfilled at the Closing, so long as such conditions are reasonably capable of being satisfied if the Closing were to occur on the Outside Date), either Party may, in its sole discretion, extend the Outside Date by written notice to the other Party to September 24, 2022 (the such date, the "Extended Outside Date"); provided, further, that if the Closing shall not have occurred by the Extended Outside Date and on that date any of the conditions set forth in Section 7.1(a) or Section 7.1(b) would not be satisfied, but all other conditions would have been satisfied or waived (other than those that by their terms are to be fulfilled at the Closing, so long as such conditions are reasonably capable of being satisfied if the Closing were to occur on the Outside Date), either Party may, in its sole discretion, further extend the Extended Outside Date by written notice to the other Party to December 24, 2022. The right to terminate this Agreement under this Section 8.1(e) shall not be available to any Party whose failure to perform in any material respect any material covenant or obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(f) by Seller or by Purchaser, if a permanent injunction or other permanent Judgment issued by a court of competent jurisdiction shall have become final and nonappealable, preventing the consummation of the Transaction; provided that the Party seeking to terminate this Agreement pursuant to this Section 8.1(f) shall have used its best efforts to prevent the entry of such permanent injunction or other permanent Judgment, as applicable, in each case, to the extent required by Section 5.1; provided that the right to terminate this Agreement under this Section 8.1(f) shall not be available to any Party whose failure to perform in any material respect any material covenant or obligation under this Agreement has been the cause of, or resulted in, such injunction of other Judgment; or

(g) by Seller, if (i) the conditions set forth in Section 7.1 and Section 7.2 have been satisfied or waived (other than those that by their terms are to be fulfilled at the Closing, so long as such conditions are reasonably capable of being satisfied on the Closing Date), (ii) following the satisfaction of the condition in the foregoing clause (i), Seller has irrevocably confirmed to Purchaser in writing that (A) all conditions set forth in Section 7.3 have been satisfied (other than those that by their terms are to be fulfilled at the Closing, so long as such conditions are reasonably capable of being satisfied on the Closing Date) or that it is willing to waive any unsatisfied conditions in Section 7.3 and (B) that it is ready, willing and able to close and (iii) the Closing has not occurred by the later of (A) the date upon which the Closing is required to occur pursuant to Section 2.3 and (B) the third (3rd) Business Day following the delivery of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated and the Transaction is abandoned as described in Section 8.1, this Agreement shall become null and void and of no further force and effect, except for the provisions of Section 5.3, this Section 8.2, and Article IX. Nothing in this Section 8.2 shall be deemed to release any Party from any Liability for fraud or willful and material breach by such Party of the terms and provisions of this Agreement.

Section 8.3 Notice of Termination. In the event of termination by Seller or Purchaser pursuant to Section 8.1, written notice of such termination shall be given by the terminating Party to the other Party to this Agreement.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Entire Agreement. This Agreement and the other Transaction Documents, and the Schedules and Exhibits hereto and thereto, and the Confidentiality Agreement, along with the Seller Disclosure Schedules and Purchaser Disclosure Schedules, constitute the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings relating to such subject matter. Neither Party hereto shall be liable or bound to the other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein and therein.

Section 9.2 Assignment. Neither this Agreement nor any of the rights and obligations hereunder may be assigned or transferred by either Party hereto (whether by operation of Law or otherwise) without the prior written consent of the other Party; provided that each Party may assign its rights, interests and obligations hereunder to its Affiliates; provided, further, that in each case such assignment shall not relieve such Party of its obligations or liabilities hereunder. Any attempted assignment in violation of this Section 9.2 shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 9.3 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. By an instrument in writing, Purchaser, on the one hand, or Seller, on the other hand, may waive compliance by the other with any term or provision of this Agreement that the other Party was or is obligated to comply with or perform. Such waiver or failure to insist on strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.

Section 9.4 No Third-Party Beneficiaries. None of this Agreement, the other Transaction Documents or the Exhibits and Schedules hereto and thereto are intended to confer in or on behalf of any Person not a Party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

Section 9.5 Notices. All notices and other communications to be given to any Party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or five (5) days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when delivered via email, and shall be deemed to have been duly delivered via email and received hereunder on the date of dispatch by the sender thereof (to the extent no “bounce back” or similar message indicating non-delivery is received with respect thereto), in each case, to the intended recipient as set forth below (or at such other email address as such Party shall designate by like notice):

(a) if to Purchaser,

FactSet Research Systems Inc.
45 Glover Avenue
Norwalk, Connecticut 06850
Attention: Legal Department
Email: Legal@factset.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York City, NY 10019
Attention: Thomas E. Dunn, Esq.
Allison M. Wein, Esq.
Email: tdunn@cravath.com
awein@cravath.com

(b) if to Seller,

S&P Global Inc.
55 Water Street
New York, New York 10041
Attention: General Counsel
Email: steve.kemps@spglobal.com
Legal.Notices@spglobal.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Trevor Norwitz, Esq.
Email: TSNorwitz@wlrk.com

Section 9.6 Specific Performance. The Parties hereto agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the Parties hereto do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties hereto acknowledge and agree that the Parties hereto shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity. Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Any Party hereto seeking an injunction or injunctions to prevent

breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such order or injunction. For the avoidance of doubt, each Party acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Article V (including any schedule thereto) may be inadequate and the Parties and their respective Affiliates may suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, each Party agrees that in the event of such a breach or threatened breach by the other Party, in addition to any remedies at Law, such Party will be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

Section 9.7 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In addition, each Party (a) submits to the exclusive personal jurisdiction of any state or federal court sitting in the Court of Chancery of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (and, in the case of appeals, appropriate appellate courts therefrom), in the event that any dispute (whether in contract, tort or otherwise) arises out of or in connection with the evaluation (including due diligence), negotiation, execution or performance of this Agreement or the Transaction or the other transactions contemplated hereby; (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that it will not bring any Proceeding relating to the evaluation (including due diligence), negotiation, execution or performance of this Agreement or the Transaction or the other transactions contemplated hereby in any court other than the above-named courts; and (d) agrees that it will not seek to assert by way of motion, as a defense or otherwise, that any such Proceeding (i) is brought in an inconvenient forum, (ii) should be transferred or removed to any court other than one of the above-named courts, (iii) should be stayed by reason of the pendency of some other proceeding in any court other than one of the above-named courts, or (iv) that this Agreement or the subject matter hereof may not be enforced in or by the above-named courts. Each Party hereto agrees that service of process upon such Party in any such Proceeding shall be effective if notice is given in accordance with Section 9.5.

Section 9.8 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EVALUATION (INCLUDING DUE DILIGENCE), NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR THE TRANSACTION OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THE ADMINISTRATION THEREOF OR THE TRANSACTION OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THE EVALUATION (INCLUDING DUE DILIGENCE), NEGOTIATION, EXECUTION OR

PERFORMANCE OF THIS AGREEMENT OR THE TRANSACTION OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR ANY RELATED INSTRUMENTS. NO PARTY HERETO WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 9.8. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 9.8 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 9.9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the Transaction and the other transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 9.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one (1) or more such counterparts have been signed by each Party hereto and delivered (by e-mail, or otherwise) to the other Party. Signatures to this Agreement transmitted by electronic mail in "portable document format" ("**.**pdf") from or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signatures. This Agreement has been executed in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

Section 9.11 Expenses. Except as otherwise provided herein, whether or not the Closing takes place, and except as set forth otherwise in this Agreement, all costs and expenses incurred in connection with this Agreement, the Transaction and the other transactions contemplated hereby shall be paid by the Party incurring such expense.

Section 9.12 Waiver of Conflicts Regarding Representation; Nonassertion of Attorney-Client Privilege.

(a) Purchaser waives and will not assert, and agrees to cause its Affiliates to waive and not to assert, any conflict of interest arising out of or relating to the representation, after the Closing (the "Post-Closing Representation"), of Seller, any of its Affiliates or any shareholder, officer, member, manager, employee or director of any Seller or any of its Affiliates (any such Person, a "Designated Person") in any matter involving this Agreement, any other Transaction

Document or any other agreements or transactions contemplated hereby or thereby, by any legal counsel currently representing any Seller or any of its Affiliates in connection with this Agreement, the other Transaction Documents or any other agreements or transactions contemplated hereby or thereby, including Wachtell, Lipton, Rosen & Katz (the "Current Representation").

(b) Purchaser waives and will not assert, and agrees to cause its Affiliates to waive and not to assert, any attorney-client or other applicable legal privilege or protection with respect to any communication between any legal counsel and any Designated Person occurring during the Current Representation in connection with any Post-Closing Representation, including in connection with a dispute with Purchaser or any of its Affiliates, it being the intention of the Parties that all such rights to such attorney-client and other applicable legal privilege or protection and to control such attorney-client and other applicable legal privilege or protection shall be retained by Seller and that Seller, and not Purchaser or Purchaser's Affiliates, shall have the sole right to decide whether or not to waive any attorney-client or other applicable legal privilege or protection. Accordingly, from and after Closing, such communications and the files of the Current Representation shall be and remain the property of Seller and not of Purchaser or any of its Affiliates, and neither Purchaser nor any of its Affiliates or any Person acting or purporting to act on their behalf shall seek to obtain the same by any process on the grounds that the privilege and protection attaching to such communications and files belongs to Purchaser.

Section 9.13 Interpretation; Absence of Presumption.

(a) It is understood and agreed that the specification of any dollar amount in the representations and warranties or covenants contained in this Agreement or the inclusion of any specific item in the Seller Disclosure Schedules or Purchaser Disclosure Schedules is not intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no party hereto shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Seller Disclosure Schedules or Purchaser Disclosure Schedules in any dispute or controversy between the Parties hereto as to whether any obligation, item or matter not described in this Agreement or included in the Seller Disclosure Schedules or Purchaser Disclosure Schedules is or is not material for purposes of this Agreement. Nothing herein (including the Seller Disclosure Schedules and the Purchaser Disclosure Schedules) shall be deemed an admission by either Party hereto or any of its Affiliates, in any Proceeding, that such Party or any such Affiliate, or any third party, is or is not in breach or violation of, or in default in, the performance or observance of any term or provisions of any Contract. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "Dollars" or "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement and the Transaction Documents shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) the headings contained in this Agreement and the other Transaction Documents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and the other Transaction Documents; (i)

Seller and Purchaser have each participated in the negotiation and drafting of this Agreement and the other Transaction Documents and if an ambiguity or question of interpretation should arise, this Agreement and the other Transaction Documents shall be construed as if drafted jointly by the parties hereto or thereto, as applicable, and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions in this Agreement or the other Transaction Documents; (j) a reference to any Person includes such Person's successors and permitted assigns; (k) any reference to "days" means calendar days unless Business Days are expressly specified; and (l) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

(b) The Parties agree that nothing in the terms of this Agreement will limit or contradict the obligations of Seller under the EC Commitments, and, if there is any conflict between the terms of any Transaction Documents and the requirements of the EC Commitments as determined by the EC, the Parties will comply with the EC Commitments.

Section 9.14 Concerning Financing Sources. Notwithstanding anything in this Agreement to the contrary, each party hereto hereby:

(a) agrees that any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, involving any of Financing Sources, their respective Affiliates or their and their respective Affiliates' respective former, current and future directors, officers, managers, members, stockholders, partners, controlling persons, employees, advisors, agents and representatives (collectively, the "Financing Sources Related Parties"; provided that neither Purchaser nor any Affiliate of Purchaser shall be a Financing Sources Related Party) in any way arising out of or relating to this Agreement, the Commitment Letter, the definitive agreements relating to the Financing, the Financing or any of the other transactions contemplated hereby or thereby or the performance of any services thereunder (any such Proceeding being referred to as a "Financing Sources Proceeding") shall be subject to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York (or any appellate court therefrom), and agrees not to bring or support, or permit any of its Affiliates to bring or support, any Financing Sources Proceeding in any forum other than in any such court; irrevocably and unconditionally submits, for itself and its property, with respect to any Financing Sources Proceeding to the jurisdiction of any such court; irrevocably and unconditionally waives any objection to the laying of venue of any Financing Sources Proceeding brought in any such court or any claim that any Financing Sources Proceeding brought in any such court has been brought in an inconvenient forum; and agrees that services on any party hereto may be made by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 9.5;

(b) agrees that any Financing Sources Proceeding shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York, except as otherwise expressly provided in the Commitment Letter or the definitive agreements relating to the Financing;

(c) expressly and irrevocably waives its right to a jury trial with respect to any Financing Sources Proceeding;

(d) agrees that, notwithstanding anything to the contrary in this Agreement or any document entered into in connection with this Agreement, none of the Financing Sources Related Parties will have any obligation or liability, on any theory of liability, to Seller or its Affiliates or its or its Affiliates' respective former, current and future directors, officers, managers, members, stockholders, partners, controlling persons, employees, advisors, agents and representatives, and none of Seller or its Affiliates or its or its Affiliates' respective former, current and future directors, officers, managers, members, stockholders, partners, controlling persons, employees, advisors, agents and representatives shall have any rights or claims against any of the Financing Sources Related Parties, in each case, in any way arising out of or relating to this Agreement, the Commitment Letter, the definitive agreements relating to the Financing, the Financing or any of the other transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise; provided that following consummation of the Closing, the foregoing will not limit the rights of the parties to the Financing under any definitive agreements relating thereto;

(e) agrees that, notwithstanding anything to the contrary in this Agreement or any document entered into in connection with this Agreement, the Financing Sources Related Parties are express third party beneficiaries of, and may enforce, this Section 9.14; and

(f) agrees that the provisions in this Section 9.14 (and any definition set forth in, or any other provision of, this Agreement to the extent that an amendment, waiver or other modification of such definition or other provision would amend, waive or otherwise modify the substance of this Section 9.14) shall not be amended, waived or otherwise modified, in each case, in any way adverse to the Financing Sources Related Parties without the prior written consent of the Financing Sources (and any such amendment, waiver or other modification without such prior written consent shall be null and void).

Notwithstanding anything herein to the contrary, nothing in this Section 9.14 shall limit the liability or obligations of the Financing Sources to Purchaser under the Commitment Letter (or any fee letters referred to therein) or other definitive agreements with respect to the Financing.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first written above.

S&P GLOBAL INC.

By: /s/ Douglas L. Peterson
Name: Douglas L. Peterson
Title: President and Chief Excecutive Officer

FACTSET RESEARCH SYSTEMS INC.

By: /s/ F. Philip Snow
Name: F. Philip Snow
Title: Chief Executive Officer

Exhibit 2.2

EXECUTION VERSION

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated as of February 11, 2022, is by and between S&P Global Inc., a New York corporation ("Seller") and FactSet Research Systems Inc., a Delaware corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of December 24, 2021 (the "Purchase Agreement");

WHEREAS, Section 9.3 of the Purchase Agreement provides that any amendment to the Purchase Agreement must be made by an instrument in writing and signed on behalf of each of Seller and Purchaser; and

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement pursuant to Section 5.1(e) and Section 9.3 thereof as set forth herein.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, Seller and Purchaser hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

SECTION 2. Amendments to the Purchase Agreement.

2.1 In Section 2.6(g) of the Purchase Agreement, the following language:

> other than to the extent arising out of, or to the extent related to, the Scheduled Proceeding or in respect of any Proceeding to the extent arising out of, or to the extent related to, the Scheduled Proceeding (collectively, the "Specified Proceedings") (which, for the avoidance of doubt, are the subject of Section 2.6(i));

is hereby replaced with the following language:

> other than, for the avoidance of doubt, as set forth in Section 2.7(h);

2.2 In Section 2.6(i) of the Purchase Agreement, clause (i) and the words "and (ii)" are hereby deleted.

2.3 Section 2.7(h) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> 100% of any fine or other monetary penalty payable to a Governmental Entity or any monetary damages payable to a third party claimant (including in each case as a result of a settlement) to the extent arising out of, or to the extent related to, any antitrust Proceeding (including the Scheduled Proceeding or in respect of any

Proceeding to the extent arising out of, or to the extent related to, the Scheduled Proceeding (collectively, the "Specified Proceedings")) in any such case only to the extent relating to the ownership, operation or conduct of the CGS Business prior to the Closing Date.

2.4 The following is hereby added to the end of Section 5.10 of the Purchase Agreement:

Notwithstanding any other provision in this Agreement, (i) each Party shall control its own defense in any Proceeding where it is the recipient of an objection or other inquiry from a Governmental Entity, (ii) in the case of Proceedings affecting both Parties, to the extent permitted by Law, the Parties shall consult with one another regarding significant developments in such Proceedings, including providing copies of relevant correspondence with any Governmental Entity, and considering in good faith comments made by the other Party and its counsel, and (iii) no settlement of any antitrust Proceeding covering unilateral conduct(s) related to the ownership, operation or conduct of the CGS Business by one Party that legally binds or that relates to the exact same conduct of the CGS Business but for a different period of time will be agreed to without the other Party's prior written approval. Notwithstanding the foregoing, in connection with the performance of each Party's respective obligations, Seller and Purchaser may, as each determines is reasonably necessary, designate competitively sensitive material provided to the other pursuant to this Section 5.10 as "Outside Counsel Only". Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to directors, officers or employees of the recipient unless express permission is obtained in advance from the source of the materials (Seller or Purchaser, as the case may be) or its legal counsel.

2.5 The second sentence of Section 2.01(b) of the form of Transition Services Agreement attached to the Purchase Agreement as Exhibit B is hereby amended and restated in its entirety as follows:

Notwithstanding anything herein to the contrary, in no event shall Provider or any of its Affiliates be required to provide any legal, financial, accounting, governmental affairs (e.g., lobbying) or tax advice (the "Excluded Services").

2.6 The first sentence of Section 6.01(b) of the form of Transition Services Agreement attached to the Purchase Agreement as Exhibit B is hereby amended and restated in its entirety as follows:

The Service Period for any Service may be extended by the mutual written agreement of the Parties, subject to prior notification of any such agreed extension to, and prior approval by Monitoring Trustee Partners B.V. or any other entity approved by the EC to monitor Provider's compliance with the EC Commitments.

2.7 Exhibit B of the form of Transition Services Agreement attached to the Purchase Agreement as Exhibit B is hereby deleted.

SECTION 3. No Further Amendment. Except as and to the extent expressly modified by this Amendment, the Purchase Agreement is not otherwise being amended, modified or supplemented. The Purchase Agreement shall remain in full force and effect in accordance with its terms, and references to the "date hereof," "the date of this Agreement" or words of similar meaning in the Purchase Agreement shall continue to refer to December 24, 2021.

SECTION 4. References to the Purchase Agreement. Once this Amendment becomes effective, each reference in the Purchase Agreement to "this Agreement," "hereof," "hereunder" or words of like import referring to the Purchase Agreement shall refer to the Purchase Agreement as amended by this Amendment.

SECTION 5. Miscellaneous Provisions. Sections 9.1 (Entire Agreement), 9.2 (Assignment), 9.3 (Amendments and Waivers), 9.4 (No Third-Party Beneficiaries), 9.5 (Notices), 9.6 (Specific Performance), 9.7 (Governing Law and Jurisdiction), 9.8 (Waiver of Jury Trial), 9.9 (Severability), 9.10 (Counterparts) and 9.13 (Interpretation; Absence of Presumption) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis.*

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

S&P GLOBAL INC.

By: /s/ Douglas L. Peterson
Name: Douglas L. Peterson
Title: President and Chief Executive Officer

FACTSET RESEARCH SYSTEMS INC.

By: /s/ F. Philip Snow
Name: F. Philip Snow
Title: Chief Executive Officer

Exhibit 4.1

FACTSET RESEARCH SYSTEMS INC.

as Issuer

DEBT SECURITIES

INDENTURE

DATED AS OF MARCH 1, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

CROSS-REFERENCE TABLE*

Trust Indenture Act Section		Indenture Section
310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	7.10
	(b)	7.3; 7.10
	(c)	N.A.
311	(a)	7.11
	(b)	7.11
	(c)	N.A.
312	(a)	2.6
	(b)	10.3
	(c)	10.3
313	(a)	7.6
	(b)(1)	7.6
	(b)(2)	7.6; 7.7
	(c)	7.6; 10.2
	(d)	7.6
314	(a)	4.2; 10.5
	(a)(4)	4.3; 10.5
	(b)	N.A.
	(c)(1)	10.4
	(c)(2)	10.4
	(c)(3)	N.A.
	(d)	N.A.
	(e)	10.5
	(f)	N.A.
315	(a)	7.1
	(b)	1.1, 7.5; 10.2
	(c)	7.1
	(d)	7.1
	(e)	6.10
316	(a)(1)(A)	6.4
	(a)(1)(B)	9.2
	(a)(2)	N.A.
	(a) (last sentence)	2.10
	(b)	6.6
	(c)	2.14
317	(a)(1)	6.7
	(a)(2)	6.8
	(b)	2.4; 2.5
318	(a)	10.1

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N.A. means not applicable.

* This Cross-Reference Table is not part of the Indenture.

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This Indenture, dated as of March 1, 2022, is by and among FactSet Research Systems Inc., a Delaware corporation (the "*Issuer*"), and U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States of America, as trustee (the "*Trustee*").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the holders of the Issuer's unsecured debentures, notes or other evidences of indebtedness (the "*Securities*") to be issued from time to time in one or more series as provided in this Indenture.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.1 Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"*Affiliate*" of any Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings that correspond to the foregoing.

"*Agent*" means any Registrar, Paying Agent or other agent appointed hereunder with respect to one or more series of Securities.

"*Attributable Debt*" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Securities, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended).

"*Bankruptcy Law*" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"*Board of Directors*" means the Board of Directors of the Issuer or any committee thereof duly authorized to act on behalf of such Board of Directors or, in the case of a Person that is not a corporation, the group exercising the authority generally vested in a board of directors of a corporation.

"*Board Resolution*" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the applicable Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification and delivered to the Trustee.

"*Business Day*" means each day which is not a Saturday, a Sunday or a day on which banking institutions are not required to be open in the City of New York or the city in which the Corporate Trust Office of the Trustee is located.

"*Capital Lease*" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of such Person. The amount of obligations with respect to any Capital Lease shall be the amount thereof recorded as a liability on the balance sheet of such Person prepared in conformity with GAAP.

"*Capital Stock*" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing; provided that "Capital Stock" shall not include any Debt convertible into or exchangeable for any of the foregoing.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commission*" means the United States Securities and Exchange Commission or any successor commission or agency.

"*Consolidated Total Assets*" means, as of any date, the total assets of the Issuer and its Subsidiaries as of such date, determined on a consolidated basis in conformity with GAAP.

"*Corporate Trust Office of the Trustee*" shall be the designated office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 185 Asylum Street, 27th Floor, Hartford, CT 06103-3452, Attention: Global Corporate Trust and Custody, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Issuer).

"*Credit Agreement*" means the Credit Agreement dated as of March 1, 2022, among the Issuer, the Borrowing Subsidiaries party thereto, the Lenders party thereto and PNC Bank, National Association, as the Administrative Agent.

"*Custodian*" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"*Debt*" means, with respect to any Person on any date of determination obligations of such person for borrowed money or evidenced by bonds, debentures, notes or similar instruments.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Definitive Security*" means a certificated Security registered in the name of the Holder thereof and issued in accordance with Section 2.7 hereof, except that such security shall not bear the Global Security Legend.

"*Depositary*" means, with respect to the Securities of any series issuable or issued in whole or in part in global form, a depositary institution hereinafter appointed by the Issuer with respect to the Securities of such series, until a successor shall have been appointed and become such pursuant to Section 2.7 hereof, and, thereafter, "Depositary" shall mean or include such successor.

"*Dollar*" or "*$*" means a dollar or other equivalent unit in such coin or currency of the United States as at the time shall be legal tender for the payment of public and private debt.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended.

"*Fitch*" means Fitch Ratings, Inc. and its subsidiaries, or any successors to the rating agency business thereof.

"*GAAP*" means generally accepted accounting principles in the United States as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants (or any successor thereto), the statements and pronouncements of the Financial Accounting Standards Board (or any successor thereto) or the statements and pronouncements of the Commission, in each case applicable to companies subject to reporting under Section 13 or 15(d) of the Exchange Act. Unless otherwise specified, all computations, contained in this Indenture will be computed in conformity with GAAP. At any time after the Issue Date, the Issuer may elect to apply International Financial Reporting Standards as issued by the International Accounting Standards Board or any successor thereto applicable to companies subject to reporting under Section 13 or 15(d) of the Exchange Act ("IFRS") in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS on the date of such election; provided that any calculation or determination in this Indenture that requires the application of GAAP for periods that include fiscal quarters ended prior to Issuer's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP.

"*given,*" with respect to any notice to be given to a Holder pursuant to this Indenture, shall mean notice (i) given to the Depositary (or its designee) pursuant to the standing instructions from the Depositary (or its designee), including by electronic mail in accordance with accepted practices or procedures at the Depositary (or its designee) (in the case of a Global Security) or (ii) sent to such Holder by first class mail or by overnight air courier promising next Business Day delivery, in each case prepaid, at its address or by electronic transmission at its email address as it appears on the Security Register, in each case in accordance with Section 10.2. Notice so "given" shall be deemed to include any notice to be "mailed" "sent" or "delivered," as applicable, under this Indenture.

"*Global Security*" means a Security that is issued in global form in the name of the Depositary (or its nominee).

"*Global Security Custodian*" means the Trustee when serving as custodian for the Depositary with respect to the Global Securities, or any successor entity thereto.

"*Global Security Legend*" means the legend identified as such in Section 2.7(d) hereto which is required to be placed on all Global Securities issued under this Indenture.

"*Government Obligations*" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States of America pledges its full faith and credit.

"*Guarantee*" with respect to Securities of any series which the Issuer shall determine will be guaranteed by another Person, means the unconditional and unsubordinated guarantee by a Guarantor of the due and punctual payment of principal of and interest on a series of Securities when and as the same shall become due and payable, whether at the stated maturity, by acceleration, call for redemption, required repurchase or otherwise in accordance with the terms of the Securities of such series and this Indenture.

"*Guarantor*" shall mean any Person providing a Guarantee of the Securities of any series pursuant to this Indenture.

"*Holder*" means a Person in whose name a Security is registered in the Security Register.

"*IFRS*" has the meaning given to it under the definition of "GAAP."

"*Incur*" means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any indebtedness of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence," when used as a noun, shall have a correlative meaning.

"*Indenture*" means this Indenture, as amended or supplemented from time to time pursuant to the provisions hereof, and includes the terms of a particular series of Securities established as contemplated by Section 2.1.

"*Intellectual Property*" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by the Issuer or any Subsidiary of the Issuer, including inventions, designs, patents, copyrights, trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other similar data or information, software platforms and databases and all embodiments or fixations thereof and related documentation, all additions, improvements and accessions to any of the foregoing and all registrations for any of the foregoing.

"*Interest Payment Date*" means, with respect to any Security, the date specified in such Security as the fixed date on which an installment of interest on such Security is due and payable.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent), in the case of Moody's, BBB- (or the equivalent), in the case of S&P or Fitch, or an equivalent rating, in the case of any other applicable Rating Agency.

"*Issue Date*" means, with respect to Securities of a series, the date on which the initial Securities of such series are originally issued under this Indenture.

"*Issuer*" has the meaning set forth in the preamble hereto until a successor replaces it in accordance with the applicable provisions of this Indenture and, thereafter, means the successor thereto.

"*Issuer Order*" means a written order signed in the name of the Issuer by two Officers of the Issuer.

"*Lien*" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"*Maturity*" means, with respect to any Security, the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof, or by declaration of acceleration, call for redemption or otherwise.

"*Moody's*" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Officer*" means the Chairman of the Board of Directors, the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Treasurer, the Assistant Treasurer, the Chief Strategy Officer, the Secretary or any Assistant Secretary of the Issuer. Officer of any Subsidiary has a correlative meaning.

"*Officers' Certificate*" means a certificate signed by the Chairman of the Board of Directors, the President, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Principal Accounting Officer, the Chief Strategy Officer, the Secretary or any Assistant Secretaries.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Trustee (who may be an employee of or counsel to the Issuer), subject to customary assumptions and qualifications.

"*Original Issue Discount Security*" means any Security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 6.2.

"*Paying Agent*" means any Person authorized by the Issuer to pay the principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance, covenant defeasance or similar payment with respect to, any Securities on behalf of the Issuer.

"*Permitted Encumbrances*" means:

(1) Liens imposed by law for taxes that are immaterial, are not overdue by more than 60 days or are being contested in good faith by appropriate proceedings and for which the Issuer or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP;

(2) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords' and other Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) or 4068 of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in good faith by appropriate proceedings;

(3) Liens incurred (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws, environmental laws or similar legislation, (ii) to secure liabilities to insurance carriers under insurance or self-insurance arrangements in respect of obligations of the type set forth in clause (i) above or (iii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Issuer or any or its Subsidiaries supporting obligations of the type set forth in clause (i) above;

(4) Liens incurred (i) to secure the performance of bids, tenders, leases, statutory obligations, surety, stay, customs and appeal bonds and performance bonds, government contracts, trade contracts (other than for Debt) and other obligations of a like nature, in each case in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Issuer or any of its Subsidiaries supporting obligations of the type set forth in clause (i) above;

(5) Liens incurred (i) to secure any liability for reimbursement, premium or indemnification obligations of insurance brokers or carriers providing property, casualty, liability or other insurance to the Issuer and its Subsidiaries or (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Issuer or any of its Subsidiaries supporting obligations of the type set forth in clause (i) above;

(6) Liens consisting of (i) any interest or title of a lessor, sub-lessor, licensor or sub-licensor under any lease, license or similar arrangement permitted hereunder, (ii) any landlord lien permitted by the terms of any lease, or assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease, (iii) any restriction or encumbrance to which the interest or title of such lessor, sub-lessor, licensor or sub-licensor may be subject, (iv) any subordination of the interest of the lessee, sub-lessee, licensee or sub licensee under such lease, license or similar arrangement to any restriction or encumbrance referred to in the preceding clause (iii) or (v) ground leases or subleases in respect of real property on which facilities owned or leased by the Issuer and/or any of its Subsidiaries are located;

(7) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business and which do not secure any Debt;

(8) Liens consisting of easements, rights-of-way, covenants, licenses, agreements, declarations, restrictions, defects, encroachments, and other similar rights, and any minor defects or irregularities in title, and leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, access agreements and any other similar agreements, whether or not of record, affecting any real property, which do not, in the aggregate, materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Issuer and its Subsidiaries, taken as a whole;

(9) Liens in connection with any zoning, building or similar law or right reserved to or vested in any governmental authority to control or regulate the use of any or dimensions of real property or the structure thereon, including Liens

in connection with any condemnation, taking or similar event proceedings;

(10) the rights, if any, of any governmental authority or public utility company to construct and/or maintain lines, pipes, wires, cables, poles, conduits and distribution boxes and equipment in, over, under, and/or upon any portion of any real property;

(11) Liens securing judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation being contested in good faith not constituting an Event of Default and (ii) any pledge and/or deposit securing any settlement of litigation;

(12) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with securities intermediaries; provided that such deposit accounts or funds and securities accounts and other financial assets are not established or deposited for the purpose of providing collateral for any Debt and are not subject to restriction on access by the Issuer or any of its Subsidiaries in excess of those required by applicable banking regulations;

(13) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law or pursuant to terms and conditions generally imposed by such banking institution on its customers encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(14) Liens arising from precautionary Uniform Commercial Code financing statements or similar filings relating to (i) operating leases or consignment or bailee arrangements entered into in the ordinary course of business or (ii) any sale of accounts receivable for which a Uniform Commercial Code financing statement or similar filing under applicable law is required;

(15) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any asset in the ordinary course of business or (ii) by operation of law under Article 2 of the Uniform Commercial Code (or similar law under any jurisdiction);

(16) Liens consisting of the prior rights of consignees and their creditors under consignment arrangements entered into in the ordinary course of business;

(17) Liens that are contractual rights of set-off or netting arrangements;

(18) (i) Liens (other than Liens securing any Debt) that are customary in the operation of the business of the Issuer and/or its Subsidiaries or (ii) Liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Issuer and/or its Subsidiaries;

(19) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation and exportation of goods;

(20) Liens on specific items of inventory or other goods and the proceeds thereof securing obligations of the Issuer or any of its Subsidiaries in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(21) security given to a public utility or to any municipality or other governmental authority when required by such public utility, municipality or other government authority in connection with the operations of the Issuer and its Subsidiaries in the ordinary course of business;

(22) Liens in favor of any governmental authority to secure partial, progress, advance or other payments;

(23) Liens arising out of receipt of customer deposits or advance payments from customers, or deposits required by suppliers, in each case in the ordinary course of business;

(24) restrictions on transfers of securities imposed by applicable securities laws; and

(25) Liens on securities that are the subject of repurchase agreements arising out of such repurchase transaction, so long as such Liens do not attach to assets other than such securities.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Principal Property*" means any of the Issuer's and its Subsidiaries' (i) Intellectual Property and (ii) interests in any kind of other property or asset (including, without limitation, contract rights to royalty and licensing agreements with respect to Intellectual Property, office space or other facility owned or leased as of the Issue Date or acquired or leased by the Issuer or any Subsidiary of the Issuer after such date, capital stock in and other securities of any other Person), except, in each case, such Intellectual Property or

interests as the Board of Directors by resolution determines in good faith not to be material to the business of the Issuer and its Subsidiaries, taken as a whole. With respect to any Sale/Leaseback Transaction or series of related Sale/Leaseback Transactions, the determination of whether any property is a Principal Property shall be determined by reference to all properties affected by such transaction or series of transactions.

"*Rating Agencies*" means Fitch, Moody's and S&P or if any of Fitch, Moody's or S&P shall not make a rating publicly available on the Securities, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Issuer (with prior notice to the Trustee) which shall be substituted for Fitch, Moody's or S&P, as the case may be.

"*Redemption Price*", when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"*S&P*" means S&P Global Ratings, and any successor to its rating agency business.

"*Sale/Leaseback Transaction*" has the meaning set forth in Section 4.6(a).

"*Securities*" has the meaning stated in the preamble of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended.

"*Significant Subsidiary*" has the meaning set forth in Rule 1-02 of Regulation S-X under the Securities Act and the Exchange Act.

"*Similar Business*" means any business conducted or proposed to be conducted by the Issuer and its Subsidiaries on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

"*Stated Maturity*", when used with respect to any Security or any installment of principal means the date specified in such Security as the fixed date on which the principal amount of such Security or such installment of principal is due and payable.

"*Subsidiary*" of any Person at any time means any corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, more than 50% of Voting Stock at such time.

"*Test Period*" means, as of any date, the period of four consecutive fiscal quarters then most recently ended for which financial statements have been delivered (or are required to have been delivered) (or, prior to the first such delivery, the period of four consecutive fiscal quarters ended November 30, 2021).

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb), as in effect on the Issue Date and, to the extent required by law, as amended.

"*Trustee*" has the meaning set forth in the preamble to this Indenture until a successor replaces it in accordance with the applicable provisions of this Indenture and, thereafter, means the successor, and if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series means the Trustee with respect to the Securities of that series.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

SECTION 1.2 Other Definitions.

Term	Defined in Section
"Agent Members"	2.7
"covenant defeasance"	8.3
"defeasance"	8.2
"Discharge"	8.8
"DTC"	2.7
"Event of Default"	6.1
"Expiration Date"	2.14

Term	Defined in Section
"Redemption Date"	3.2
"Registrar"	2.4
"Security Register"	2.4

SECTION 1.3 Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in, and made a part of, this Indenture.

The following TIA term used in this Indenture has the following meaning:

"*indenture securities*" means the Securities;

"*indenture security holder*" means a Holder of a Security;

"*indenture to be qualified*" means this Indenture;

"*indenture trustee*" or "*institutional trustee*" means the Trustee; and

"*obligor*" on the Securities means the Issuer and any successor obligor upon the Securities.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by Commission rule under the TIA have the meanings assigned to them by such definitions.

SECTION 1.4 Rules of Construction.

Unless the context otherwise requires:

(i) a term has the meaning assigned to it herein;

(ii) an accounting term not otherwise defined herein has the meaning assigned to it in accordance with GAAP;

(iii) "or" is not exclusive;

(iv) words in the singular include the plural, and in the plural include the singular;

(v) unless otherwise specified, any reference to a Section or an Article refers to such Section or Article of this Indenture; and

(vi) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

THE SECURITIES

SECTION 2.1 Amount Unlimited; Issuable in Series.

The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. There shall be established in or pursuant to a Board Resolution of the Issuer, and set forth, or determined in the manner provided, in an Officers' Certificate of the Issuer or in an Issuer Order, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series:

(i) the title of the Securities of the series (which shall distinguish the Securities of such series from the Securities of all other series);

(ii) if there is to be a limit, the limit upon the aggregate principal amount of the Securities of the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of such series; *provided*, *however*, that unless otherwise provided in the terms of the series, the authorized aggregate principal amount of such series may be increased before or after the issuance of any Securities of the series by a Board Resolution of the Issuer (or action pursuant to a Board Resolution of the Issuer) to such effect;

(iii) whether any Securities of the series are to be issuable in the form of Global Securities, and, if so, whether beneficial owners of interests in any such Global Security may exchange such interests for Definitive Securities and the circumstances under which any such exchanges may occur, if other than in the manner provided in Section 2.7, and the initial Depositary for any such Global Securities;

(iv) the date or dates on which the principal of and premium, if any, on the Securities of the series is payable or the method of determination thereof;

(v) the rate or rates, or the method of determination thereof, at which the Securities of the series shall bear interest, if any, the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable and the record date for the interest payable on any Securities on any Interest Payment Date;

(vi) the place or places where the principal of, premium, if any, and interest on the Securities of the series shall be payable;

(vii) the period or periods within which, the price or prices (whether denominated in cash, securities or otherwise) at which and the terms and conditions upon which Securities of the series may be redeemed, in whole or in part, at the option of the Issuer, if any, and the manner in which the Issuer must exercise any such option, if different from those set forth herein;

(viii) the obligation, if any, of the Issuer to redeem, purchase or repay Securities of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices (whether denominated in cash, securities or otherwise) at which and the terms and conditions upon which Securities of the series shall be redeemed, purchased or repaid in whole or in part pursuant to such obligation;

(ix) if other than denominations of $2,000 and integral multiples of $1,000 in excess thereof, the denominations in which any Securities of the series shall be issuable;

(x) if other than Dollars, the currency or currencies or the form in which payment of the principal of, premium, if any, and interest on the Securities of the series shall be payable;

(xi) if the Securities of the series are Original Issue Discount Securities, the terms applicable thereto, including the rate or rates at which original issue discount will accrue;

(xii) if other than the entire principal amount thereof, the portion of the principal amount of Securities of the series that shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 6.2;

(xiii) any additional means of satisfaction and discharge of this Indenture and any additional conditions or limitations to discharge with respect to Securities of the series pursuant to Article VIII or any modifications of or deletions from such conditions or limitations;

(xiv) any deletions or modifications of or additions to the Events of Default set forth in Section 6.1 or the covenants of the Issuer set forth in Article IV or otherwise pertaining to the Securities of the series;

(xv) any restrictions or other provisions with respect to the transfer or exchange of Securities of the series, which may amend, supplement, modify or supersede those contained in this Article II;

(xvi) if the Securities of the series are to be convertible into or exchangeable for Capital Stock, other debt securities (including Securities), warrants, other equity securities or any other securities or property of the Issuer or any other Person at the option of the Issuer or the Holder or upon the occurrence of any condition or event, the terms and conditions for such conversion or exchange;

(xvii) whether the Securities of the series shall be issued with Guarantees and, if so, the identity of any Guarantor and the terms, if any, of any Guarantee of the payment of principal and interest, if any, with respect to Securities of the series and any corresponding changes to the provisions of this Indenture as then in effect; and

(xviii) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture).

All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above and (subject to Section 2.2) set forth, or determined in the manner provided, in the Officers' Certificate or Issuer Order referred to above or in any such indenture supplemental hereto.

If any of the terms of the series are established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action, together with such Board Resolution, shall be set forth in an Officers' Certificate or certified by the Secretary or an Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officers' Certificate or Issuer Order setting forth the terms of the series.

SECTION 2.2 Forms Generally.

(a) The Securities of each series shall be in fully registered form and in substantially such form or forms (including temporary or permanent Global Securities) established by or pursuant to a Board Resolution of the Issuer, in the Officers' Certificate or Issuer Order referred to in Section 2.1 or in one or more indentures supplemental hereto. The Securities may have notations, legends or endorsements required by law, securities exchange rules, the Issuer's certificate of incorporation, bylaws or other similar governing documents, agreements to which the Issuer is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Issuer). The Securities of each series shall be issuable in such denominations as shall be specified as contemplated by Section 2.1. In the absence of any such provisions with respect to the Securities of any series, the Securities of such series denominated in Dollars shall be issuable in minimum denominations of $2,000 principal amount and integral multiples of $1,000 in excess thereof.

If any Security of a series is issuable as a Global Security (in whole or in part), such Global Security may provide that it shall represent the aggregate amount of outstanding Securities from time to time endorsed thereon and may also provide that the aggregate amount of outstanding Securities represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, repayments, purchases and transfers of interests. Any endorsement of a Global Security to reflect the amount, or any increase or decrease in the amount, of outstanding Securities represented thereby shall be made by the Trustee, the Depositary (or its nominee) or the Global Security Custodian, at the direction of the Trustee, pursuant to such instructions and in such manner as shall be specified in such Global Security or in or pursuant to the Issuer Order to be delivered to the Trustee pursuant to the provisions of Section 2.3 hereof.

The Trustee shall have no responsibility or obligation to any Holder, any Agent Member or any other Person with respect to the accuracy of the records of Depositary (or its nominee) or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery of any notice (including any notice of redemption) or the payment of any amount or delivery of any Securities (or other security or property) under or with respect to the Securities. The Trustee may rely (and shall be fully protected in relying) upon information furnished by the Depositary with respect to its members, participants and any beneficial owners in the Securities.

(b) The Trustee's certificate of authentication for any Security issued pursuant to this Indenture shall be substantially in the following form:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities, of the series designated herein, described in the within mentioned Indenture.

Dated: _____

U.S. Bank Trust Company, National Association, as Trustee

By: _____

Authorized Signatory

SECTION 2.3 Execution, Authentication, Delivery and Dating.

An Officer of the Issuer shall sign the Securities for the Issuer by manual or facsimile signature.

If an Officer whose signature is on a Security no longer holds that office at the time a Security is authenticated, the Security shall nevertheless be valid.

A Security shall not be valid until authenticated by the manual signature of an authorized signatory of the Trustee. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture. Notwithstanding the foregoing, if any Security has been authenticated and delivered hereunder but never issued and sold by the Issuer, and the Issuer delivers such Security to the Trustee for cancellation as provided in Section 2.12, together with a written statement (which need not comply with Section 10.5 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Issuer, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Securities of any series executed by the Issuer to the Trustee for authentication, and the Trustee shall authenticate and deliver such Securities for original issue upon an Issuer Order for the authentication and delivery of such Securities in accordance with such Issuer Order. Such order shall specify the amount of the Securities to be authenticated, the date on which the original issue of Securities is to be authenticated and the name or names of the initial Holder or Holders. Such Issuer Order (i) may authorize authentication and delivery of Securities of such series for original issue from time to time, with certain terms (including, without limitation, the Maturity dates or dates, original issuance date or dates and interest rate or rates) that differ from Security to Security and (ii) may authorize authentication and delivery pursuant to electronic instructions from the Issuer or its duly authorized agent, which instructions shall be promptly confirmed in writing. Prior to the issuance of Securities of any series, the Trustee shall have received and (subject to Section 7.2) shall be fully protected in relying on: (1) the Board Resolution, Issuer Order, Officers' Certificate or supplemental indenture establishing the form or forms of the Securities of such series or of Securities within such series and the terms of the Securities of such series or of Securities within such series, (2) an Officers' Certificate complying with Section 10.5 and (3) an Opinion of Counsel complying with Section 10.5 which shall state:

(A) that the form of such Securities has been established by a supplemental indenture or by or pursuant to a resolution of the Board of Directors of the Issuer in accordance with Sections 2.1 and 2.2 and in conformity with the provisions of this Indenture;

(B) that the terms of such Securities have been established in accordance with Section 2.1 and in conformity with the other provisions of this Indenture; and

(C) that such Securities, when authenticated and delivered by the Trustee and issued by the Issuer in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Issuer, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles.

If all the Securities of any series are not to be issued at one time, it shall not be necessary to deliver an Officers' Certificate and Opinion of Counsel at the time of issuance of each such Security, but such Officers' Certificate and Opinion of Counsel shall be delivered at or before the time of issuance of the first Security of the series to be issued.

The Trustee may appoint an authenticating agent reasonably acceptable to the Issuer to authenticate Securities. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or the Issuer or an Affiliate of the Issuer.

Each Security shall be dated the date of its authentication.

SECTION 2.4 Registrar; Paying Agent.

The Issuer shall maintain (i) an office or agency where Securities may be presented for registration of transfer or for exchange (the "*Registrar*") and (ii) an office or agency where Securities may be presented for payment to a Paying Agent. The Registrar shall keep a register of the Securities (the "*Security Register*") and of their transfer and exchange. The Issuer may appoint one or more co-registrars and one or more additional paying agents; *provided, however*, that at all times there shall be only one Security Register. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any Subsidiary may act as Paying Agent or Registrar.

The Issuer shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which shall incorporate the provisions of TIA § 317(b). The agreement shall implement the provisions of this Indenture that relate to such Agent.

The Issuer initially appoints the Trustee to act as the Registrar and Paying Agent and initially appoints the Corporate Trust Office of the Trustee as the office or agency of the Issuer for such purposes.

SECTION 2.5 Paying Agent to Hold Money in Trust.

The Issuer shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal of, premium, if any, or interest on the Securities, and shall notify the Trustee of any Default by the Issuer in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds

disbursed. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed. Upon payment over to the Trustee and upon accounting for any funds disbursed, the Paying Agent shall have no further liability for the money delivered to the Trustee. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders money held by it as Paying Agent. Upon the occurrence of events specified in Section 6.1(vi), the Trustee shall serve as Paying Agent for the Securities.

SECTION 2.6 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee at least seven (7) Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of the Securities, including the aggregate principal amount of the Securities held by each Holder thereof, and the Issuer shall otherwise comply with TIA § 312(a), and the Trustee may rely on such list.

SECTION 2.7 Transfer and Exchange.

(a) Global Securities. Each Global Security shall (i) be registered in the name of the Depositary (or its nominee) for such Global Securities, (ii) be delivered to the Depositary (or its nominee) or the Global Security Custodian and (iii) bear a legend as required by Section 2.7(d).

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary or by the Global Security Custodian or under such Global Security, and the Depositary may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of an owner of a beneficial interest in any Global Security.

Transfers of a Global Security shall be limited to transfers of such Global Security in whole, but not in part, to the Depositary, its successors or their respective nominees. Interests of beneficial owners in a Global Security may be transferred in accordance with the rules and procedures of the Depositary. In addition, Definitive Securities shall be transferred to all beneficial owners in exchange for their beneficial interests in a Global Security if (x) the Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary for the Global Securities or the Depositary ceases to be a "clearing agency" registered under the Exchange Act and a successor depositary is not appointed by the Issuer within ninety (90) days of such notice or (y) an Event of Default of which the Trustee has notice (as determined in accordance with Section 7.1(g)) has occurred and is continuing and the Registrar has received a request from the Depositary to issue such Definitive Securities. In addition, the Issuer may notify the Depositary, at any time, that Definitive Securities shall be promptly transferred to all beneficial owners in exchange for their beneficial interests in a Global Security.

(b) In connection with the transfer of the entire Global Security to beneficial owners pursuant to clause (a) of this Section 2.7, such Global Security shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and the Trustee shall authenticate and deliver, to each beneficial owner identified by the Depositary in exchange for its beneficial interest in such Global Security an equal aggregate principal amount of Definitive Securities of authorized denominations.

(c) The registered holder of a Global Security may grant proxies and otherwise authorize any Person, including Agent Members and persons that may hold interest through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

(d) Legend. Unless otherwise specified as contemplated by Section 2.1, the legend in substantially the following form shall appear on the face of all Global Securities issued under this Indenture:

"THIS GLOBAL SECURITY IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.7(e) OF THE INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.7(a) OF THE INDENTURE, (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (IV) THIS GLOBAL SECURITY MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR DEFINITIVE SECURITIES, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE

DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(e) At such time as all beneficial interests in any Global Security have been exchanged for Definitive Securities, redeemed, repurchased or cancelled, such Global Security shall be returned to or retained and cancelled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for Definitive Securities, redeemed, repurchased or cancelled, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security, by the Trustee, the Depositary (or its nominee) or the Global Security Custodian, at the direction of the Trustee, to reflect such reduction.

(f) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Global Securities and Definitive Securities at the Registrar's request.

(ii) No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any stamp or transfer tax or similar governmental charge payable in connection therewith (other than any such stamp or transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 3.7 and 9.5 hereto).

(iii) All Global Securities and Definitive Securities issued upon any registration of transfer or exchange of Global Securities or Definitive Securities shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Securities or Definitive Securities surrendered upon such registration of transfer or exchange.

(iv) The Registrar shall not be required (1) to issue, to register the transfer of or to exchange Securities of any series during a period beginning at the opening of fifteen (15) days before the day of any selection of Securities of such series for redemption under Section 3.3 hereof and ending at the close of business on the day of selection, (2) to register the transfer of or to exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part, or (3) to register the transfer of or to exchange a Security between a record date and the next succeeding Interest Payment Date.

(v) Prior to due presentment for the registration of a transfer of any Security, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of, premium, if any, and interest on such Securities and for all other purposes, and neither the Trustee, any Agent nor the Issuer shall be affected by notice to the contrary.

(vi) The Trustee shall authenticate Global Securities and Definitive Securities in accordance with the provisions of Section 2.3 hereof. Except as provided in Section 2.7(b), neither the Trustee nor the Registrar shall authenticate or deliver any Definitive Security in exchange for a Global Security.

(vii) Each Holder, by its acceptance of a Security, agrees to indemnify the Issuer and the Trustee against any liability that may result from the transfer, exchange or assignment of such Holder's Security in violation of any provision of this Indenture or applicable United States federal or state or foreign securities law.

(viii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Agent Members or beneficial owners of interests in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.8 Replacement Securities.

If any mutilated Security is surrendered to the Trustee, or the Issuer and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, the Issuer shall issue and the Trustee, upon the written order of the Issuer signed by an

Officer of the Issuer, shall authenticate a replacement Security if the Trustee's requirements are met. If required by the Trustee or the Issuer, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Security is replaced. The Issuer and the Trustee may charge for their expenses in replacing a Security.

Every replacement Security is an additional obligation of the Issuer and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Securities duly issued hereunder.

SECTION 2.9 Outstanding Securities.

The Securities outstanding at any time of any series are all the Securities of such series authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those reductions in the interest in a Global Security effected by the Trustee or the Depositary in accordance with the provisions hereof, and those described in this Section 2.9 as not outstanding. Except as set forth in Section 2.10 hereof, a Security does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Security.

If a Security is replaced pursuant to Section 2.8 hereof, it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Security is held by a protected purchaser (as defined in the New York Uniform Commercial Code).

If the principal amount of any Security is considered paid under Section 4.1 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Issuer, a Subsidiary or an Affiliate of any thereof) holds, on a Redemption Date, purchase date or date of Maturity, money sufficient to pay Securities payable on that date, then on and after that date such Securities shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.10 Treasury Securities.

In determining whether the Holders of the required aggregate principal amount of Securities of any series have concurred in any direction, waiver or consent, Securities owned by the Issuer or any Affiliate of the Issuer shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities shown on the Security Register as being owned by the Issuer or any Affiliate of the Issuer shall be so disregarded. Notwithstanding the foregoing, Securities that are to be acquired by the Issuer or an Affiliate of the Issuer pursuant to an exchange offer, tender offer or other agreement shall not be deemed to be owned by such entity until legal title to such Securities passes to such entity.

SECTION 2.11 Temporary Securities.

Until Definitive Securities are ready for delivery, the Issuer may prepare and the Trustee shall authenticate temporary Securities upon an Issuer Order. Temporary Securities shall be substantially in the form of Definitive Securities but may have variations that the Issuer considers appropriate for temporary Securities. Without unreasonable delay, the Issuer shall prepare and the Trustee shall upon receipt of such Issuer Order authenticate Definitive Securities in exchange for temporary Securities.

Holders of temporary Securities shall be entitled to all of the benefits of this Indenture.

SECTION 2.12 Cancellation.

The Issuer at any time may deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder or which the Issuer may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. All Securities surrendered for registration of transfer, exchange or payment, if surrendered to any Person other than the Trustee, shall be delivered to the Trustee. The Trustee and no one else shall cancel all Securities surrendered for registration of transfer, exchange, payment, replacement or cancellation. Subject to Section 2.8 hereof, the Issuer may not issue new Securities to replace Securities that it has redeemed or paid or that have been delivered to the Trustee for cancellation. All cancelled Securities held by the Trustee shall be disposed of in accordance with its customary practice, and upon written request of the Issuer, the Trustee shall provide certification of their disposal delivered to the Issuer, unless by a written order, signed by an Officer of the Issuer, the Issuer shall direct that cancelled Securities be returned to it.

SECTION 2.13 Defaulted Interest.

If the Issuer defaults in a payment of interest on the Securities of any series, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders of such series on a subsequent special record date, in each case at the rate provided in the Securities of such series. The Issuer shall fix or cause to be fixed each such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly thereafter deliver or cause to be delivered to Holders of the applicable series a notice that states the special record date, the related payment date and the amount of such interest to be paid.

SECTION 2.14 Acts of Holders; Record Date.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing, and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 7.1) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signatory acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

The ownership of Securities shall be proved by the Security Register.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

The Issuer may set any day as a record date for the purpose of determining the Holders of outstanding Securities of any series entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders of Securities of such series, *provided*, *however*, that the Issuer may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If any record date is set pursuant to this paragraph, the Holders of outstanding Securities of the relevant series on such record date, and no other Holders, shall be entitled to take the relevant action, whether or not such Holders remain Holders after such record date; *provided*, *however*, that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite aggregate principal amount of outstanding Securities of such series on such record date. Nothing in this paragraph shall be construed to prevent the Issuer from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite aggregate principal amount of outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Issuer, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 10.2.

The Trustee may set any day as a record date for the purpose of determining the Holders of outstanding Securities of any series entitled to join in the giving or making of (i) any notice of Default, (ii) any declaration of acceleration referred to in Section 6.2, (iii) any request to institute proceedings referred to in Section 6.5(b), (iv) any direction referred to in Section 6.4 or (v) any consent referred to in Section 9.2, in each case with respect to Securities of such series. If any record date is set pursuant to this paragraph, the Holders of outstanding Securities of such series on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; *provided*, *however*, that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite aggregate principal amount of outstanding Securities of such series on such record date. Nothing in this paragraph shall be construed to prevent the Trustee from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite aggregate principal

amount of outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Trustee, at the Issuer's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Issuer in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 10.2.

With respect to any record date set pursuant to this Section, the party hereto which sets such record date may designate any day as the "*Expiration Date*" and from time to time may change the Expiration Date to any earlier or later day; *provided*, *however*, that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Securities of the relevant series in the manner set forth in Section 10.2, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section, the party hereto which set such record date shall be deemed to have initially designated the 180th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph. Notwithstanding the foregoing, no Expiration Date shall be later than the 180th day after the applicable record date.

Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

SECTION 2.15 Computation of Interest.

Unless otherwise provided as contemplated in Section 2.1, interest on the Securities shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

SECTION 2.16 CUSIP Number.

The Issuer in issuing the Securities may use a "CUSIP" or "ISIN" or other similar number, and if it does so, the Issuer may use the CUSIP or ISIN or other similar number in notices of redemption, exchange or offer to repurchase as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP or ISIN or other similar number printed in the notice or on the Securities and that reliance may be placed only on the other identification numbers printed on the Securities. The Issuer shall promptly notify the Trustee in writing of any change in the CUSIP or ISIN or other similar number.

SECTION 2.17 Issuance of Additional Securities.

Unless otherwise specified as contemplated by Section 2.1, the Issuer shall be entitled to issue additional Securities of any series under this Indenture that shall have identical terms as other Securities of the applicable series of Securities, other than with respect to the date of issuance, issue price, initial Interest Payment Date and amount of interest payable on the initial Interest Payment Date applicable thereto and any relevant transfer restrictions or registration rights. All Securities of any one series shall be treated as a single class for all purposes under this Indenture.

With respect to any additional Securities, the Issuer shall set forth in a Board Resolution and in an Officers' Certificate, Issuer Order or one or more supplemental indentures hereto, a copy of each of which shall be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such additional Securities to be authenticated and delivered pursuant to this Indenture;

(ii) the issue price, the date of issuance, the CUSIP number of such additional Securities, the series of Securities under which such additional Securities shall be issued, the first Interest Payment Date and the amount of interest payable on such first Interest Payment Date applicable thereto and the date from which interest shall accrue; and

(iii) any restrictions on transfer of such additional Securities.

In addition, the Issuer shall deliver an Opinion of Counsel to the Trustee as to (i) the conditions precedent to the issuance and authentication of the additional Securities and (ii) due authorization, execution, delivery and enforceability of the additional Securities (subject to customary enforceability exceptions).

ARTICLE III

REDEMPTION

SECTION 3.1 Applicability of Article.

Redemption of Securities of any series at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, or the Officers' Certificate, Issuer Order or one or more supplemental indentures hereto applicable to such series of Securities shall be made in accordance with their terms and (except as otherwise specified as contemplated by Section 2.1 for Securities of any series) in accordance with this Article III.

SECTION 3.2 Notices to Trustee.

If the Issuer elects to redeem Securities, it shall furnish to the Trustee, at least ten (10) days before a date fixed for redemption (the "*Redemption Date*"), an Officers' Certificate setting forth (i) the Redemption Date, (ii) the series and principal amount of Securities to be redeemed and (iii) the Redemption Price. Any such notice may be cancelled at any time prior to the giving of such notice of such redemption to any Holder and shall thereupon be void and of no effect.

SECTION 3.3 Selection of Securities to Be Redeemed.

If less than all of the Securities of any series are to be redeemed at any time, such Securities shall be selected in compliance with the requirements of the principal national securities exchange, if any, on which the Securities of such series are listed or, if the Securities of such series are not so listed, at the election of the Issuer, on a *pro rata* basis, by lot or by such other method that complies with applicable requirements of the Depositary; *provided* that no Securities of $2,000 (or such other minimum denomination as may apply to the Securities of such series) or less not an integral multiple of the permitted denomination in excess of any minimum denomination shall be redeemed in part.

SECTION 3.4 Notice of Redemption.

At least ten (10) days but not more than sixty (60) days before a Redemption Date, the Issuer shall give or cause to be given a notice of redemption to each Holder whose Securities are to be redeemed.

The notice shall identify the Securities to be redeemed and shall state:

(i) the Redemption Date;

(ii) the Redemption Price (or methodology for the determination thereof if the Redemption Price cannot be determined until a later date);

(iii) if any Security is being redeemed in part, the portion of the principal amount of such Security to be redeemed and that, after the Redemption Date, upon surrender of such Security, a new Security or Securities of the applicable series in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Security;

(iv) the name, telephone number and address of the Paying Agent;

(v) that Securities called for redemption must be surrendered to the Paying Agent to collect the Redemption Price;

(vi) that, unless the Issuer defaults in making such redemption payment, interest, if any, on Securities called for redemption ceases to accrue on and after the Redemption Date;

(vii) the provision of the Securities or the Section of this Indenture pursuant to which the Securities called for redemption are being redeemed; and

(viii) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN number, if any, listed in such notice or printed on the Securities.

At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense; *provided*, *however*, that the Issuer shall have delivered to the Trustee at least three (3) Business Days prior to the date such notice is to be given (or such shorter period as is acceptable to the Trustee), an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in the notices as provided in the preceding paragraph. The notice given in the manner herein provided shall be conclusively presumed to have been duly given whether or not a Holder receives such notice. In any case, failure to give such notice or any defect in the notice to the Holder of any Security shall not affect the validity of the notice to any other Holder.

SECTION 3.5 Effect of Notice of Redemption.

Except as otherwise specified as contemplated by Section 2.1 for Securities of any series, once a notice of redemption is sent in accordance with Section 3.4 hereof, Securities called for redemption become irrevocably due and payable on the Redemption Date at the Redemption Price plus accrued and unpaid interest, if any, to, but not including, such date.

SECTION 3.6 Deposit of Redemption Price.

On or before 12:00 p.m. (New York City time) on each Redemption Date, the Issuer shall deposit with the Trustee or with the Paying Agent (other than the Issuer or an Affiliate of the Issuer) money sufficient to pay the Redemption Price of and, if required in connection with such redemption, accrued and unpaid interest, if any, on all Securities to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the Redemption Price of (including any applicable premium), and accrued interest, if any, on, all Securities to be redeemed.

If the Issuer has deposited with the Trustee or Paying Agent money sufficient to pay the Redemption Price of, and, if required in connection with such redemption, accrued and unpaid interest, if any, on, all Securities to be redeemed, on and after the Redemption Date, interest, if any, shall cease to accrue on the Securities called for redemption. If any Security called for redemption shall not be so paid upon surrender for redemption because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal from the Redemption Date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case, at the rate provided in such Securities.

SECTION 3.7 Securities Redeemed in Part.

Upon surrender of a Security that is redeemed in part, the Issuer shall issue and, upon the written request of an Officer of the Issuer, the Trustee shall authenticate for the Holder at the expense of the Issuer a new Security of the applicable series equal in principal amount to the unredeemed portion of the Security surrendered.

SECTION 3.8 Purchase of Securities.

Unless otherwise specified as contemplated by Section 2.1, the Issuer and any Affiliate of the Issuer may at any time purchase or otherwise acquire Securities or beneficial ownership of Securities in the open market or by private agreement, including by way of derivative transactions. Any such purchase or acquisition shall not operate as or be deemed for any purpose to be redemption of the indebtedness represented by such Securities. Any Securities so purchased or acquired may be delivered to the Trustee and, upon such delivery, the indebtedness represented thereby shall be deemed to be satisfied. Section 2.12 shall apply to all Securities so delivered.

ARTICLE IV

COVENANTS

SECTION 4.1 Payment of Securities.

The Issuer shall pay or cause to be paid the principal of, premium, if any, and interest on the Securities on the dates and in the manner provided in the Securities. Principal, premium, if any, and interest shall be considered paid for all purposes hereunder on the date the Paying Agent, if other than the Issuer or a Subsidiary thereof, holds, in accordance with this Indenture, money sufficient to pay all such principal, premium, if any, and interest then due.

SECTION 4.2 Commission Reports.

If the Issuer is subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Issuer shall file with the Trustee, within fifteen (15) days after it files the same with the Commission, copies of the annual and quarterly reports and the information, documents and other reports that the Issuer is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act. The Issuer shall be deemed to have complied with the previous sentence to the extent that such information, documents and reports are filed with the Commission via EDGAR (or any successor electronic delivery procedure); provided, however, that the Trustee shall have no obligation whatsoever to determine whether or not such information, documents or reports have been filed pursuant to the EDGAR system (or its successor).

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates), and the Trustee shall have no liability or responsibility for the filing, timeliness or content of any report.

SECTION 4.3 Compliance Certificate.

The Issuer shall deliver to the Trustee, within one-hundred-and-twenty (120) days after the end of each fiscal year commencing with the fiscal year ending after the first Issue Date of Securities pursuant to this Indenture, an Officers' Certificate stating, as to each Officer signing such certificate, that, to his or her knowledge, there has not been any default in the performance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto).

The Issuer shall, so long as any of the Securities of any series are outstanding, deliver to the Trustee, forthwith upon becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

SECTION 4.4 Stay, Extension and Usury Laws.

The Issuer covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 4.5 Restrictions on Liens.

(a) Except as provided in Section 4.5(b), neither the Issuer nor any Subsidiary of the Issuer may create, incur, assume or otherwise have outstanding any Lien, upon any Principal Property belonging to the Issuer or to any Subsidiary of the Issuer, or upon the shares of Capital Stock or Debt of any Subsidiary of the Issuer that owns Principal Property, whether such Principal Property, shares or Debt are owned by the Issuer or the applicable Subsidiary on the Issue Date or acquired in the future, to secure any Debt of the Issuer or any such Subsidiary.

(b) The Issuer or any Subsidiary may create, incur, assume or otherwise have outstanding any Lien if the Securities shall be secured by a Lien equally and ratably with or in priority to the new secured Debt, so long as such new secured Debt shall be so secured. In this event, the Issuer may also provide that any of its other Debt, including Debt guaranteed by the Issuer or by any of its Subsidiaries, shall be secured equally with or in priority to the new secured Debt. In addition, the restrictions in Section 4.5(a) on creating, incurring, assuming or having outstanding any Lien shall not apply to:

(i) Liens on cash and cash equivalents deposited as cash collateral on letters of credit as contemplated by the Credit Agreement;

(ii) Permitted Encumbrances;

(iii) any Lien on any asset of the Issuer or any Subsidiary of the Issuer existing on the Issue Date; provided that (i) such Lien shall not attach to any other asset of the Issuer or any Subsidiary of the Issuer (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon), and (ii) such Lien shall secure only those obligations that it secures on the Issue Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (other than any increase attributable to accrued and unpaid interest and any fees, expenses and costs, including any prepayment, tender, exchange or repurchase in connection with such extension, renewal or refinancing);

(iv) any Lien existing on any asset prior to the acquisition thereof by the Issuer or any Subsidiary of the Issuer or existing on any asset of any Person that becomes a Subsidiary of the Issuer (or of any Person not previously a Subsidiary of the Issuer that is merged or consolidated with or into the Issuer or a Subsidiary of the Issuer in a transaction permitted hereunder) after the date of this Indenture prior to the time such Person becomes a Subsidiary of the Issuer (or is so merged or consolidated); provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary of the Issuer (or such merger or consolidation), (ii) such Lien shall not attach to any other asset of the Issuer or any Subsidiary of the Issuer (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon and any ancillary rights) and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary of the Issuer (or is so merged or consolidated) and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (other than any increase attributable to accrued and unpaid interest and any fees, expenses and costs, including any prepayment, tender, exchange or repurchase in connection with such extension, renewal or refinancing);

(v) Liens on assets acquired, constructed, repaired or improved by the Issuer or any Subsidiary of the Issuer securing Debt, including Capital Leases, incurred to finance such acquisition, construction, repair or improvement, and any obligations relating thereto not constituting Debt, and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (other than any increase attributable to accrued and unpaid interest and any fees, expenses and costs, including any prepayment, tender, exchange or repurchase in connection with such extension, renewal or refinancing); provided that such Liens shall not attach to any asset of the Issuer or any Subsidiary of the Issuer other than the assets financed by such Debt (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon and any ancillary rights (including related contract rights and payment intangibles and other assets related thereto));

(vi) in the case of (A) any Subsidiary that is not a wholly-owned Subsidiary of the Issuer or (B) the Capital Stock in any Person that is not a Subsidiary of the Issuer, any encumbrance or restriction, including any put and call arrangements, related to Capital Stock in such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement;

(vii) Liens on any cash deposits (including as part of any escrow arrangement) made by the Issuer and/or any of its Subsidiaries in connection with any acquisition or other investment, or any disposition, permitted under this Indenture;

(viii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(ix) (a) Liens in favor of the Issuer and (b) Liens on the property of any Subsidiary of the Issuer in favor of any other Subsidiary of the Issuer;

(x) Liens on cash and cash equivalents used to defease, redeem, satisfy or discharge Debt;

(xi) Liens on the proceeds of any Debt incurred in connection with any transaction permitted under this Indenture, which proceeds have been deposited into a dedicated account to secure such Debt pending the application of such proceeds to finance such transaction, and on cash or cash equivalents set aside at the time of the incurrence of such Debt to the extent such cash or cash equivalents prefund the payment of interest or fees on such Debt and are held in such dedicated account pending application for such purpose; and

(xii) other Liens securing Debt; provided that at the time of incurrence of such Debt and after giving pro forma effect thereto and to all related transactions, the aggregate outstanding principal amount of Debt or other obligations secured by Liens permitted by this clause (xii) does not exceed 10.0% of Consolidated Total Assets as of the last day of the then most recently ended Test Period.

(c) In the event that a Lien meets the criteria of more than one of the clauses of Section 4.5(b), the Issuer, in its sole discretion, shall be permitted to classify such Lien (or portion thereof) at the time of its Incurrence in any manner that complies with this Section 4.5. In addition, any Lien (or portion thereof) originally classified as Incurred pursuant to any of clauses (i) through (xii) of Section 4.5(b) may later be reclassified by the Issuer, in its sole discretion, such that it (or any portion thereof) shall be deemed to be Incurred pursuant to any other of such clauses to the extent that such reclassified Lien (or portion thereof) could be Incurred pursuant to such clause at the time of such reclassification.

SECTION 4.6 Restrictions on Sale/Leaseback Transactions.

(a) Neither the Issuer nor any Subsidiary of the Issuer may engage in a transaction with any Person (other than the Issuer or a Subsidiary of the Issuer) providing for the leasing by the Issuer or any Subsidiary of the Issuer of any Principal Property of the Issuer or a Subsidiary of the Issuer or any property which together with any other property subject to the same transaction or series of related transactions would in the aggregate constitute a Principal Property of the Issuer or a Subsidiary of the Issuer, except for transactions (i) involving a lease which will not exceed three years, including renewals (or which may be terminated by the Issuer or the applicable Subsidiary within a period of not more than three years), (ii) involving a lease of Principal Property executed by the time of, or within 12 months after, the latest of the acquisition, completion of construction, or commencement of operations of such Principal Property, (iii) that were for the sale and leasing back to the Issuer or a Subsidiary of the Issuer any Principal Property and (iv) that were entered into prior to, or within 12 months of, the Issue Date (a "Sale/Leaseback Transaction"), unless the net proceeds of the sale or transfer of the property to be leased are at least equal to the fair market value of such property and unless:

(i) this Indenture would have allowed the Issuer or any Subsidiary of the Issuer to create a Lien on such Principal Property to secure debt in an amount at least equal to the Attributable Debt in respect of such Sale/Leaseback Transaction without securing the Securities pursuant to the terms of Section 4.5; or

(ii) within 360 days, the Issuer or any Subsidiary of the Issuer applies an amount equal to the net proceeds of such sale or transfer to:

(1) the voluntary retirement of any Debt of the Issuer or its Subsidiaries maturing by its terms more than one year from the date of issuance, assumption or guarantee thereof, or which is extendible or renewable at the sole option of the obligor in such manner that it may become payable more than one year from the date of issuance, assumption or guarantee, which is senior to or ranks equally with the Securities in right of payment and owing to a Person other than the Issuer or any Affiliate of the Issuer; or

(2) the purchase of additional property that will constitute or form a part of Principal Property or other assets used or useful in a Similar Business, and which has a fair market value at least equal to the net proceeds of such sale or transfer.

(b) For purposes of this Section 4.6:

(i) in determining compliance with any U.S. dollar-denominated restriction on the entering into of any Sale/Leaseback Transaction, the U.S. dollar-equivalent principal amount of Attributable Debt denominated in a foreign currency shall be calculated based upon the relevant currency exchange rate in effect on the date such Attributable Debt in respect of such Sale/Leaseback Transaction was Incurred; and

(ii) the maximum amount of Attributable Debt that the Issuer or any Subsidiary may Incur in respect of any Sale/Leaseback Transaction shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies.

ARTICLE V

SUCCESSORS

SECTION 5.1 Consolidation, Merger, and Sale of Assets.

The Issuer shall not consolidate with or merge with or into any other Person or convey, transfer, lease or otherwise dispose of its properties and assets substantially as an entirety, in one transaction or a series of related transactions, directly or indirectly, to any Person, and shall not permit any Person to consolidate with or merge with or into the Issuer, unless:

(a) the Issuer shall be the surviving company in any merger or consolidation, or, if the Issuer consolidates with or merges into another Person or conveys or transfers or leases its properties and assets substantially as an entirety, in one transaction or a series of related transactions, directly or indirectly, to any Person, such successor Person is an entity organized and validly existing under the laws of the United States of America or any state thereof or the District of Columbia; provided that in the case where such successor Person is not a corporation, a co-obligor of the Securities is a corporation;

(b) the successor Person, if other than the Issuer, expressly assumes all of the Issuer's obligations in respect of this Indenture and the Securities pursuant to a supplemental indenture;

(c) immediately after giving effect to the consolidation, merger, conveyance, transfer or lease, there exists no Default or Event of Default; and

(d) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, conveyance, assignment, transfer, lease, other disposition or such supplemental indenture (if any) complies with the requirements of this Indenture and that the Securities and this Indenture constitute valid and binding obligations of the Issuer or a successor Person, as applicable, subject to customary exceptions;

provided, however, that this Section 5.1 shall not apply to the direct or indirect conveyance, transfer, lease or disposition of all or any portion of the stock, assets or liabilities of any Subsidiary of the Issuer to the Issuer or to any of the Issuer's other Subsidiaries.

For purposes of this Section 5.1, the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more of the Issuer's Subsidiaries, which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

The predecessor Person shall be released from its obligations under this Indenture and the successor Person shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture, but, in the case of a lease of all or substantially all its assets, the predecessor Person shall not be released from the obligation to pay the principal of and

interest on the Securities.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.1 Events of Default.

Unless either inapplicable to a particular series or specifically deleted or modified in or pursuant to the supplemental indenture or Board Resolution establishing such series of Securities or in the form of Security for such series, each of the following constitutes an "*Event of Default*" in respect of each series of Securities:

(i) default in the payment in respect of the principal of any of the Securities of such series when due and payable (whether at Stated Maturity or upon repurchase, acceleration, optional redemption or otherwise);

(ii) default in the payment of any interest upon any of the Securities of such series when it becomes due and payable and continuance of such default for a period of thirty (30) days;

(iii) default in the performance, or breach, of any covenant or agreement in this Indenture by the Issuer (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clauses (i) or (ii) above), and continuance of such default or breach for a period of sixty (60) days after written notice thereof has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of the outstanding Securities of such series;

(iv) a default or defaults under any bonds, debentures, notes or other evidences of Debt (other than the Securities) by the Issuer or any Significant Subsidiary of the Issuer having, individually or in the aggregate, a principal or similar amount outstanding of at least $50.0 million, whether such Debt exists as of the date of this Indenture or shall thereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such Debt prior to its express maturity or shall constitute a failure to pay at least $50.0 million of such Debt when due and payable after the expiration of any applicable grace period with respect thereto;

(v) the entry against the Issuer or any material Subsidiary of a final judgment or final judgments for the payment of money in an aggregate amount in excess of $50.0 million, by a court or courts of competent jurisdiction, which judgments remain undischarged, unwaived, unstayed, unbonded or unsatisfied for a period of sixty (60) consecutive days; or

(vi) (1) the Issuer or, any Significant Subsidiary of the Issuer (or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary of the Issuer), pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) admits in writing its inability to generally pay its debts as they become due; or

(2) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Issuer or any Significant Subsidiary of the Issuer in an involuntary case;

(B) appoints a Custodian of the Issuer or any Significant Subsidiary of the Issuer or for all or substantially all of the property of the Issuer or any of its Significant Subsidiaries; or

(C) orders the liquidation of the Issuer or any Significant Subsidiary of the Issuer,

and the order or decree remains unstayed and in effect for sixty (60) consecutive days.

SECTION 6.2 Acceleration.

If an Event of Default with respect to any series of Securities (other than an Event of Default specified in clause (vi) of Section 6.1 with respect to the Issuer) occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the then outstanding Securities of such series may declare the principal of all of the outstanding Securities of such series and any accrued interest on the Securities of such series to be due and payable immediately by a notice in writing to the Issuer (and to the Trustee if given by the Holders of such Securities); *provided*, *however*, that after such acceleration, but before a judgment or decree based on acceleration has been obtained or entered, the Holders of a majority in aggregate principal amount of the then outstanding Securities of such series may, under certain circumstances, rescind and annul such acceleration and its

consequences if all Events of Default, other than the nonpayment of accelerated principal of or interest on the Securities of such series, have been cured or waived as provided in this Indenture.

In the event of a declaration of acceleration of the Securities of a series solely because an Event of Default described in clause (iv) of Section 6.1 has occurred and is continuing, the declaration of acceleration of the Securities of such series shall be automatically rescinded and annulled if the event of default or payment default triggering such Event of Default pursuant to clause (iv) of Section 6.1 shall be remedied or cured or waived by the holders of the relevant Debt within twenty (20) Business Days after the declaration of acceleration with respect thereto and if the rescission and annulment of the acceleration of the Securities of such series would not conflict with any judgment or decree of a court of competent jurisdiction obtained by the Trustee for the payment of amounts due on the Securities of such series.

If an Event of Default specified in clause (vi) of Section 6.1 occurs with respect to the Issuer, the principal of and any accrued interest on the Securities of each series then outstanding shall ipso facto become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Trustee may withhold from Holders of the Securities of a series notice of any Default (except Default in payment of principal, premium, if any, and interest) if the Trustee determines that withholding notice is in the interests of such Holders.

SECTION 6.3 Other Remedies.

If an Event of Default with respect to any series of Securities occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, premium, if any, or interest on the Securities of such series or to enforce the performance of any provision of such Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities of the applicable series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.4 Control by Majority.

The Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust power conferred on it with respect to such series. However, (i) the Trustee may refuse to follow any direction that conflicts with law or this Indenture, that the Trustee determines may be unduly prejudicial to the rights of other Holders or that may involve the Trustee in personal liability (it being understood that the Trustee has no affirmative duty to ascertain whether or not such action is unduly prejudicial to such Holders), and (ii) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 6.5 Limitation on Suits.

A Holder of a Security of any series may pursue a remedy with respect to this Indenture or the Securities of such series only if:

(a) the Holder gives to the Trustee written notice of a continuing Event of Default or the Trustee receives such notice from the Issuer;

(b) the Holders of at least 25% in aggregate principal amount of the then outstanding Securities of such series make a written request to the Trustee to pursue the remedy;

(c) such Holder or Holders offer and, if requested, provide to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within sixty (60) days after receipt of the request and the offer and, if requested, the provision of such indemnity or security; and

(e) during such 60-day period the Holders of a majority in aggregate principal amount of the then outstanding Securities of such series do not give the Trustee a direction inconsistent with the request.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder.

SECTION 6.6 Rights of Holders of Securities to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security of any series to receive payment of principal, premium, if any, and interest on or after the respective due dates expressed in such Security (including in connection with any redemption, on the Redemption Date), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.7 Collection Suit by Trustee.

If an Event of Default specified in Section 6.1(i) or (ii) hereof occurs and is continuing with respect to a series of Securities, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and interest remaining unpaid on such Securities and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.8 Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders allowed in any judicial proceedings relative to the Issuer or a Guarantor, its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other securities or property payable or deliverable upon the conversion or exchange of the Securities or on any such claims and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.7 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.7 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.9 Priorities.

Any money collected by the Trustee pursuant to this Article VI with respect to any series of Securities and any money or other property distributable in respect of the Issuer's obligations under this Indenture with respect to any series of Securities after an Event of Default shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, if any, upon presentation of the Securities of such series and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: to the Trustee (including any predecessor Trustee), in each of its capacities hereunder, its agents and its attorneys for amounts due under Section 7.7 hereof, including, but not limited to, payment of all reasonable compensation, expense and liabilities incurred by the Trustee and the costs and expenses of collection;

Second: to Holders of Securities of such series for amounts due and unpaid on the Securities of such series for principal, premium, if any, and interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities of such series for principal, premium, if any, and interest respectively; and

Third: to the Issuer or to such party as a court of competent jurisdiction shall direct.

The Trustee, upon prior written notice to the Issuer, may fix a record date and payment date for any payment to Holders pursuant to this Section 6.9.

SECTION 6.10 Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.10 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.6 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Securities of any series.

ARTICLE VII

TRUSTEE

SECTION 7.1 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of an Event of Default with respect to the Securities of any series:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the TIA and the Trustee need perform only those duties that are specifically set forth in this Indenture or the TIA and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall be under a duty to examine the certificates and opinions specifically required to be furnished to it to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts or conclusions stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraphs (b) or (e) of this Section 7.1;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.4 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c), (e) and (f) of this Section 7.1.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights and powers under this Indenture at the request of any Holders, if the Trustee shall have reasonable grounds to believe that its repayment of such funds or security and indemnity satisfactory to it against such loss, liability or expense is not reasonably assured to it.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds.

(g) The Trustee shall not be charged with knowledge of any Event of Default unless written notice of such Event of Default or any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee and such notice references the Securities of the series affected by such Event of Default and this Indenture.

SECTION 7.2 Rights of Trustee.

(a) The Trustee, as Trustee and acting in each of its capacities hereunder, may conclusively rely and shall be fully protected in acting or refraining from acting on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in any such document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of the Trustee's own choosing and the Trustee shall be fully protected from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance on the advice or opinion of such counsel.

(c) The Trustee may appoint and act through its attorneys, and co-trustee and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture. Any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by an Officers' Certificate and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution. Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established

prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officers' Certificate.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee security and indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or documents, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine during normal business hours the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer, and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(h) The rights, privileges, protections and benefits given to the Trustee, including, without limitation, its rights to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each attorney or agent appointed by the Trustee.

(i) The Trustee may request that the Issuer deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any Person authorized to sign an Officers' Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential damages (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(k) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

SECTION 7.3 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest as defined in TIA § 310(b), it must eliminate such conflict within ninety (90) days, apply to the Commission for permission to continue as Trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

SECTION 7.4 Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Securities, and it shall not be accountable for the Issuer's use of the proceeds from the Securities or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Securities, any statement or recital in any document in connection with the sale of the Securities or pursuant to this Indenture other than its certificate of authentication on the Securities.

SECTION 7.5 Notice of Defaults.

If a Default occurs and is continuing with respect to any series of Securities and if it is known to the Trustee (as provided in Section 7.1(g)), the Trustee shall give to Holders of Securities of such series a notice of the Default within ninety (90) days after it occurs. Except in the case of a Default in payment of principal of, premium, if any, or interest on any Security, the Trustee may withhold the notice if and so long as the Trustee in good faith determines that withholding the notice is in the interests of the Holders.

SECTION 7.6 Reports by Trustee to Holders of the Securities.

Within sixty (60) days after each March 1 beginning with March 1, 2023, and for so long as Securities remain outstanding, the Trustee shall send to the Holders a brief report dated as of such reporting date that complies with TIA § 313(a) (but if no event described in TIA § 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA § 313(b). The Trustee shall also transmit by mail all reports as required by TIA § 313(c).

A copy of each report required by the immediately preceding paragraph at the time of its delivery to the Holders of a series of Securities shall be mailed or delivered to the Issuer and filed with the Commission and each securities exchange on which the Issuer has informed the Trustee in writing the Securities of such series are listed in accordance with TIA § 313(d). The Issuer shall promptly notify the Trustee when the Securities of any series are listed on any stock exchange and of any delisting thereof.

SECTION 7.7 Compensation and Indemnity.

The Issuer shall pay to the Trustee from time to time compensation for its acceptance of this Indenture and services hereunder as the parties will agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all reasonable out-of-pocket disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include, but not be limited to, the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuer shall indemnify the Trustee or predecessor Trustee (which for purposes of this Section 7.7 shall include its officers, directors, employees and agents) against any and all claims, damage, losses, liabilities or expenses (including attorneys' fees) incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Issuer (including this Section 7.7) and defending itself against any claim (whether asserted by the Issuer or any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder except to the extent any such loss, claim, damage, liability or expense may be attributable to its negligence, willful misconduct or bad faith. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Trustee may have separate counsel and the Issuer shall pay the reasonable fees and expenses of such counsel. The Issuer need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Issuer under this Section 7.7 shall survive the satisfaction and discharge or termination for any reason of this Indenture or the resignation or removal of the Trustee.

To secure the Issuer's obligations in this Section 7.7, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay principal or interest, if any, on particular Securities. Such lien shall survive the satisfaction and discharge or termination for any reason of this Indenture and the resignation or removal of the Trustee.

In addition, and without prejudice to the rights provided to the Trustee under any of the provisions of this Indenture, when the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.1(vi) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA § 313(b)(2) to the extent applicable.

SECTION 7.8 Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.8.

The Trustee may resign at any time with respect to any or all series of Securities and be discharged from the trust hereby created by so notifying the Issuer in writing. The Holders of a majority in principal amount of the then outstanding Securities of any series issued pursuant to this Indenture and then outstanding, voting as a single class may remove the Trustee with respect to such series by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee upon thirty (30) days' written notice if:

(i) the Trustee fails to comply with Section 7.10 hereof;

(ii) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a Custodian or public officer takes charge of the Trustee or its property; or

(iv) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason with respect to a series of Securities, the Issuer shall notify each Holder of such event and shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of all outstanding Securities of such series of Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Promptly after that, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided in Section 7.7 hereof, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. A successor Trustee shall deliver notice of its succession to each Holder.

If a successor Trustee does not take office within sixty (60) days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of at least 10% in aggregate principal amount of all outstanding Securities of all series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10 hereof, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 hereof shall continue for the benefit of the retiring Trustee.

SECTION 7.9 Successor Trustee by Merger, Etc.

If the Trustee or any Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person that is eligible to serve as such hereunder, the successor Person without any further act shall be the successor Trustee or any Agent, as applicable.

SECTION 7.10 Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power and that is subject to supervision or examination by federal or state authorities. The Trustee together with its affiliates shall at all times have a combined capital and surplus of at least $50.0 million as set forth in its most recent annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA §§ 310(a)(l), (2) and (5). The Trustee shall be subject to TIA § 310(b) including the provision in § 310(b)(1); *provided* that there shall be excluded from the operation of TIA § 310(b)(1) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Issuer are outstanding if the requirements for exclusion set forth in TIA § 310(b)(1) are met.

SECTION 7.11 Preferential Collection of Claims Against the Issuer.

The Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated therein.

SECTION 7.12 Trustee's Application for Instructions from the Issuer.

Any application by the Trustee for written instructions from the Issuer may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than twenty (20) Business Days after the date any officer of the Issuer actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE VIII

DEFEASANCE AND COVENANT DEFEASANCE; DISCHARGE

SECTION 8.1 Option to Effect Defeasance or Covenant Defeasance.

Unless Section 8.2 or 8.3, as the case may be, is specified as not being applicable to a series of Securities as contemplated by Section 2.1, the Issuer may, at the option of its Board of Directors evidenced by a Board Resolution set forth in an Officers' Certificate, at any time, elect to have either Section 8.2 or 8.3 hereof applied to all outstanding Securities of a series upon compliance with the conditions set forth below in this Article VIII.

SECTION 8.2 Defeasance.

Upon the Issuer's exercise under Section 8.1 hereof of the option applicable to this Section 8.2, the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, be deemed to have been discharged from the obligations thereof with respect to all outstanding Securities of a series on the date the conditions set forth below are satisfied (hereinafter, "*defeasance*"). For this purpose, defeasance means that the Issuer shall be deemed to have paid and discharged the entire Debt represented by the outstanding Securities of such series, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.5 hereof and the other Sections of this Indenture referred to in (i) and (ii) below, and to have satisfied all of its other obligations under such Securities and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (i) the rights of Holders of outstanding Securities of such series to receive payments in respect of the principal of, premium, if any, and interest, if any, on the Securities when such payments are due from the trust referred to in Section 8.4(i); (ii) the Issuer's obligations with respect to such Securities under Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 and 2.11 hereof; (iii) the rights, powers, trusts, benefits and immunities of the Trustee, including without limitation thereunder, under Section 7.7, 8.5 and 8.7 hereof and the Issuer's obligations in connection therewith; (iv) the Issuer's rights, if any, to redeem the Securities of such series; and (v) the provisions of this Article VIII. Subject to compliance with this Article VIII, the Issuer may exercise its option under this Section 8.2 with respect to any series of Securities notwithstanding the prior exercise of its option under Section 8.3 hereof with respect to such series.

SECTION 8.3 Covenant Defeasance.

Upon the Issuer's exercise under Section 8.1 hereof of the option applicable to this Section 8.3, with respect to a series of Securities, the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, be released from the obligations thereof under the covenants contained in Sections 4.2, 4.3, 4.5, 4.6 and 5.1 hereof and any other covenants made applicable to such series of Securities that are subject to defeasance pursuant to the terms of the Board Resolution, Officers' Certificate, Issuer Order or supplemental indenture establishing the terms of such Securities pursuant to Section 2.1 with respect to the outstanding Securities of such series on and after the date the conditions set forth below are satisfied (hereinafter, "*covenant defeasance*"), and the Securities of such series shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes). For this purpose, covenant defeasance means that, with respect to the outstanding Securities of the applicable series, the Issuer or any Subsidiary may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.1 hereof with respect to such series of Securities, but, except as specified above, the remainder of this Indenture and such Securities shall be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.1 hereof of the option applicable to this Section 8.3 with respect to such series of Securities, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, Sections 6.1(iii), (iv), (v) or (vi) (but only with respect to Significant Subsidiaries of the Issuer) hereof and any other Defaults or Events of Default made applicable to such series of Securities that are subject to defeasance pursuant to the terms of the Board Resolution, Officers' Certificate, or Issuer Order or supplemental indenture establishing the terms of such Securities pursuant to Section 2.1 shall not constitute Events of Default.

SECTION 8.4 Conditions to Defeasance or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.2 or 8.3 hereof to the outstanding Securities of a series:

(i) the Issuer must irrevocably have deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to the benefits of the Holders of such Securities of such series: (1) money in an amount, or (2) non-callable Government Obligations or (3) a combination thereof, in each case sufficient, in the opinion of a nationally recognized firm of independent public accountants or investment bankers, to pay and discharge the entire indebtedness in respect of the principal of and premium, if any, and interest on the Securities of such series on the Stated Maturity thereof or the Redemption Date thereof, as the case may be, in accordance with the terms of this Indenture and such Securities;

(ii) in the case of defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel stating that (1) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (2) since the date of this Indenture, there has been a change in the applicable U.S. federal income tax law, in either case (1) or (2) to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of the Securities of such series will not recognize gain or loss for U.S. federal income tax purposes as a result of the deposit, defeasance and discharge to be effected with respect to the Securities of such series and will be subject to U.S. federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, defeasance and discharge were not to occur;

(iii) in the case of covenant defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such outstanding Securities will not recognize gain or loss for U.S. federal income tax purposes as

a result of the deposit and covenant defeasance to be effected with respect to such Securities and will be subject to U.S. federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and covenant defeasance were not to occur;

(iv) no Event of Default with respect to the outstanding Securities of such series shall have occurred and be continuing at the time of such deposit after giving effect thereto (other than an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien to secure such borrowing);

(v) such defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or material instrument (other than this Indenture) to which the Issuer is a party or by which the Issuer is bound; and

(vi) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent with respect to such defeasance or covenant defeasance have been complied with.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (ii) above with respect to a defeasance need not to be delivered if all Securities of such series not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable at Stated Maturity within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer.

SECTION 8.5 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.6 hereof, all money and Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.5, the "*Trustee*") pursuant to Section 8.4 or 8.8 hereof in respect of the outstanding Securities of any series shall be held in trust, shall not be invested, and shall be applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer or any Subsidiary acting as Paying Agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Obligations deposited pursuant to Section 8.4 or 8.8 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Securities of any series.

Anything in this Article VIII to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the written request of the Issuer and be relieved of all liability with respect to any money or Government Obligations held by it as provided in Section 8.4 or 8.8 hereof which, in the opinion of a nationally recognized firm of independent public accountants or investment bankers expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.4(i) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent defeasance, covenant defeasance or discharge with respect to a series of Securities.

SECTION 8.6 Repayment to Issuer.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest, if any, on any Security and remaining unclaimed for one year after such principal, premium, if any, or interest has become due and payable shall be paid to the Issuer on its written request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

SECTION 8.7 Reinstatement.

If the Trustee or any Paying Agent is unable to apply any money or Government Obligations in accordance with Section 8.2, 8.3 or 8.8 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations of the Issuer under this Indenture and the Securities of the applicable series shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.2, 8.3 or 8.8 hereof until such time as the Trustee or such Paying Agent is permitted to apply all such money in accordance with Section 8.2, 8.3 or 8.8 hereof, as the case may be; *provided*, *however*, that, if the Issuer makes any payment of principal of, premium, if any, or interest on any Security following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

SECTION 8.8 Discharge.

The Issuer may terminate its obligations under this Indenture with respect to any series of Securities, and, with respect to such series of Securities, this Indenture, except for Sections 7.7, 8.5 and 8.7 hereof, shall cease to be of further effect, when:

(i) either: (1) all Securities of such series theretofore authenticated and delivered have been delivered to the Trustee for cancellation or (2) all Securities of such series not theretofore delivered to the Trustee for cancellation (A) have become due and payable or (B) will become due and payable within one year or are to be called for redemption (a "*Discharge*") under irrevocable arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire indebtedness on the Securities of such series, not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest to the Stated Maturity or Redemption Date;

(ii) the Issuer has paid or caused to be paid all other sums then due and payable under this Indenture with respect to such series of Securities by the Issuer;

(iii) the Issuer has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Securities of such series at Stated Maturity or on the Redemption Date, as the case may be; and

(iv) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent under this Indenture relating to the Discharge have been complied with.

ARTICLE IX

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.1 Without Consent of Holders of the Securities.

Notwithstanding Section 9.2 of this Indenture, without the consent of any Holders of the Securities, the Issuer and the Trustee, at any time and from time to time, may enter into one or more supplemental indentures to this Indenture and the Securities of any series for any of the following purposes:

(i) to evidence the succession of another Person to the Issuer and the assumption by any such successor of the covenants of the Issuer in this Indenture and the Securities, subject to compliance with the covenants described in Section 5.1 of this Indenture;

(ii) to add to the covenants of the Issuer for the benefit of the Holders, or to surrender any right or power herein conferred upon the Issuer;

(iii) to add additional Events of Default with respect to all or any series of the Securities;

(iv) to provide for uncertificated Securities of a series in addition to or in place of the Definitive Securities of a series;

(v) to evidence and provide for the acceptance of appointment under this Indenture by a successor Trustee;

(vi) to add a Subsidiary Guarantor or to release a Subsidiary Guarantor as provided in the applicable supplemental indenture;

(vii) to secure the Securities;

(viii) to cure any ambiguity, defect, omission, mistake or inconsistency;

(ix) to make any other provisions with respect to matters or questions arising under this Indenture with respect to any series of Securities, *provided* that such actions pursuant to this clause (ix) shall not adversely affect the interests of the Holders of the Securities of the applicable series in any material respect, as determined in good faith by the Board of Directors of the Issuer;

(x) to conform the text of this Indenture, any supplemental indenture or the Securities of any series to any provision of the description of Securities in the prospectus or other offering document published in connection with the offering of such series of Securities;

(xi) to establish the form or terms of Securities of any series as permitted by Section 2.1; or

(xii) to effect or maintain the qualification of this Indenture under the TIA.

SECTION 9.2 With Consent of Holders of Securities.

With the consent of the Holders of not less than a majority in aggregate principal amount of all Securities issued pursuant to this Indenture (including consents obtained in connection with a tender offer or exchange offer) and then outstanding, voting as a single class, the Issuer and the Trustee may enter into a supplemental indenture or supplemental indentures to this Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture, the Securities or any Guarantees or of modifying in any manner the rights of the Holders under this Indenture, including the definitions herein; *provided*, that (x) if any such supplemental indenture would by its terms disproportionately and adversely affect a series of Securities under this Indenture, as determined in good faith by the Issuer (which determination shall be binding), such supplemental indenture shall also require the consent of the Holders of at least a majority in principal amount of the then outstanding Securities of such series and (y) if any such supplemental indenture would only affect the Securities of certain series of Securities, then only the consent of the Holders of at least a majority in principal amount of the then outstanding Securities of such affected series (and not the consent of at least a majority in principal amount of all Securities issued under this Indenture and then outstanding) shall be required; and *provided, further*, that no such supplemental indenture shall, without the consent of the Holder of each outstanding Security affected thereby:

(i) change the Stated Maturity of any Security or any installment of interest on any Security, or reduce the amount payable in respect of the principal thereof or the rate of interest thereon or any premium payable thereon, or reduce the amount that would be due and payable on acceleration of the Maturity thereof, or change the place of payment where, or the coin or currency in which, any Security or any premium or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof, or change the date on which any Security may be subject to redemption or reduce the Redemption Price therefor;

(ii) modify or change any provision of this Indenture affecting the ranking of any Securities or any Guarantee in a manner adverse to the Holders of such Securities; or

(iii) modify any of the provisions of this paragraph or the second succeeding paragraph of this Section 9.2, except to increase any such percentage required for such actions or to provide that other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each outstanding Security affected thereby.

In addition, unless permitted by another provision of this Indenture, without the consent of the Holders of 66 2/3% in aggregate principal amount of the Securities of a series (including consents obtained in connection with a tender offer or exchange offer for such Securities), no such supplemental indenture shall release any Guarantor from its Guarantee of the Securities of such series.

The Holders of not less than a majority in aggregate principal amount of all Securities issued pursuant to this Indenture and then outstanding, voting as a single class, may on behalf of the Holders of all the Securities issued pursuant to this Indenture waive any prospective, existing or past Default under this Indenture and its consequences; *provided* that (i) if any such waiver would by its terms disproportionately and adversely affect a series of Securities under this Indenture as determined in good faith by the Issuer (which determination shall be binding), such waiver shall also require the consent of the Holders of at least a majority in principal amount of the then outstanding Securities of such series and (ii) if any such waiver would only affect the Securities of certain series, then only the consent of the Holders of at least a majority in principal amount of the then outstanding Securities of such affected series (and not the consent of at least a majority in principal amount of all Securities issued under this Indenture and then outstanding) shall be required; and *provided, further*, that no waiver shall be effective without the consent of the Holder of each outstanding Security affected thereby in the case of a default:

(i) in any payment in respect of the principal of, premium, if any, or interest on any Securities (including any Security which is required to have been purchased pursuant to an offer to purchase which has been made by the Issuer), or

(ii) in respect of a covenant or provision hereof which under this Indenture cannot be modified or amended without the consent of the Holder of each outstanding Security affected.

It shall not be necessary for the consent of the Holders under this Section to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof. Any such waiver may be obtained in connection with a tender offer or exchange offer for the Securities of a series.

SECTION 9.3 Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Securities shall be set forth in an amended or supplemental indenture that complies with the TIA as then in effect.

SECTION 9.4 Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on the Security. However, any such Holder or subsequent Holder may

revoke the consent as to its Security if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. When an amendment, supplement or waiver becomes effective in accordance with its terms, it thereafter binds every Holder.

The Issuer may, but shall not be obligated to, fix a record date for determining which Holders consent to such amendment, supplement or waiver in accordance with Section 2.14 hereof.

SECTION 9.5 Notation on or Exchange of Securities.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Security thereafter authenticated. The Issuer in exchange for any Security may issue, and the Trustee shall authenticate, a new Security that reflects the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Security shall not affect the validity and effect of such amendment, supplement or waiver.

After any amendment, supplement or waiver becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment, supplement or waiver. The failure to give such notice shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.6 Trustee to Sign Amendments, Etc.

The Trustee shall sign any amendment or supplemental indenture authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. In signing or refusing to sign any amendment or supplemental indenture the Trustee shall be entitled to receive and (subject to Section 7.1 hereof) shall be fully protected in relying upon an Officers' Certificate and an Opinion of Counsel stating that the execution of such amendment or supplemental indenture is authorized or permitted by this Indenture, that all conditions precedent thereto have been met or waived, that such amendment or supplemental indenture is not inconsistent herewith, and that it will be valid, binding and enforceable upon the Issuer in accordance with its terms (subject to customary enforceability exceptions).

ARTICLE X

MISCELLANEOUS

SECTION 10.1 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA § 318(c), the imposed duties shall control.

SECTION 10.2 Notices.

(a) Any notice or communication by the Issuer or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telecopier or overnight air courier guaranteeing next Business Day delivery, to the others' address:

If to the Issuer:

FactSet Research Systems Inc.
45 Glover Avenue
Norwalk, Connecticut 06850
Facsimile: 203-810-1610
Attention: General Counsel

If to the Trustee:

U.S. Bank Trust Company, National Association
185 Asylum Street, 27th Floor
Hartford, CT 06103-3452
Facsimile: (860) 241-6897
Attention: Global Corporate Trust and Custody

The Issuer and the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders and the Trustee) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier promising next Business Day delivery.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, PDF, facsimile transmission or other similar unsecured electronic methods, *provided*, *however*, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a Person is to be added or deleted
from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

(b) Except as otherwise expressly provided in or pursuant to this Indenture, where this Indenture or any Security provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, by first class mail or by overnight air courier promising next Business Day, in each case prepaid, at its address, or if by electronic transmission, at its email address as it appears on the Security Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice; *provided* that notices given to Holders of Global Securities may be given through the facilities of the Depositary (or its designee) pursuant to the standing instructions from the Depositary (or its designee), including by electronic mail in accordance with accepted practices or procedures at the Depositary (or its designee). In any case where notice to Holders is given, neither the failure to send such notice, nor any defect in any notice so sent, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

If the Issuer mails or delivers a notice or communication to Holders, it shall mail or deliver a copy to the Trustee and each Agent at the same time.

SECTION 10.3 Communication by Holders of Securities with Other Holders of Securities.

Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Securities. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

SECTION 10.4 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer to the Trustee to take any action under this Indenture, the Issuer shall furnish to the Trustee:

(i) an Officers' Certificate (which shall include the statements set forth in Section 10.5 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(ii) an Opinion of Counsel (which shall include the statements set forth in Section 10.5 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

SECTION 10.5 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA § 314(a)(4)) shall comply with the provisions of TIA § 314(e) and shall include:

(i) a statement that the Person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(iv) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

SECTION 10.6 Legal Holidays.

In any case where any Interest Payment Date, Redemption Date or date of Maturity of any Security shall not be a Business Day at any place of payment, then (notwithstanding any other provision of this Indenture or of the Securities (other than a provision of any Security which specifically states that such provision shall apply in lieu of this Section)) payment of principal, premium, if any, or interest need not be made at such place of payment on such date, but may be made on the next succeeding Business Day at such place of payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the date of Maturity; and no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or date of Maturity, as the case may be, if payment is made on the next succeeding Business Day.

SECTION 10.7 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 10.8 No Personal Liability of Stockholders, Partners, Officers or Directors.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Issuer or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Issuer under the Securities or this Indenture by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator.

No recourse may, to the full extent permitted by applicable law, be taken, directly or indirectly, with respect to the obligations of the Issuer on the Securities or under this Indenture or any related documents, any certificate or other writing delivered in connection therewith, against (i) the Trustee in its individual capacity, (ii) any partner, owner, beneficiary, agent, officer, director, employee, agent, successor or assign of the Trustee, each in its individual capacity, or (iii) any holder of equity in the Trustee.

Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

SECTION 10.9 Governing Law; Waiver of Jury Trial.

THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE AND THE SECURITIES. EACH HOLDER OF A SECURITY AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 10.10 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or any Subsidiary or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 10.11 Successors.

All agreements of the Issuer in this Indenture and the Securities shall bind their respective successors and assigns. All agreements of the Trustee in this Indenture shall bind its successors and assigns.

SECTION 10.12 Severability.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.13 Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF transmission shall be deemed to be their original signatures for all purposes.

SECTION 10.14 Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 10.15 Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 10.16 Foreign Account Tax Compliance Act (FATCA)

The Issuer agrees (i) to provide the Trustee with such reasonable information as it has in its possession to enable the Trustee to determine whether any payments pursuant to the Indenture are subject to the withholding requirements described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof ("*Applicable Law*"), and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Law, for which the Trustee shall not have any liability.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first above written.

FACTSET RESEARCH SYSTEMS INC.

By: /s/ Linda S. Huber
Name: Linda S. Huber
Title: Executive Vice President, Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By: /s/ Kathy Mitchell
Name: Kathy Mitchell
Title: Vice President

[Signature page to Indenture]

Exhibit 4.2

EXECUTION VERSION

FACTSET RESEARCH SYSTEMS INC.

as Issuer

SUPPLEMENTAL INDENTURE

Dated as of March 1, 2022

to

INDENTURE

Dated as of March 1, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

2.900% Senior Notes due 2027
3.450% Senior Notes due 2032

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SUPPLEMENTAL INDENTURE, dated as of March 1, 2022 (this "*Supplemental Indenture*"), by and between FactSet Research Systems Inc., a Delaware corporation (the "*Issuer*"), and U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States of America, as trustee (the "*Trustee*").

RECITALS

WHEREAS, the Issuer previously executed and delivered an indenture, dated as of March 1, 2022, between the Issuer and the Trustee (the "*Base Indenture*" and, as supplemented by this Supplemental Indenture with respect to the Notes (as defined below), the "*Indenture*") to provide for the issuance from time to time of the Issuer's unsecured debentures, notes or other evidences of indebtedness (the "*Securities*"), to be issued in one or more series on the terms set forth therein;

WHEREAS, pursuant to the terms of the Base Indenture, the Issuer desires to provide for the establishment of two new series of Securities under the Base Indenture to be known as its "2.900% Senior Notes due 2027" (the "*2027 Notes*") and its "3.450% Senior Notes due 2032" (the "*2032 Notes*" and, together with the 2027 Notes, the "*Notes*"), the form and substance of such series and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture;

WHEREAS, the Board of Directors of the Issuer has duly authorized the issuance of the Notes and has authorized the proper officers of the Issuer to execute any and all appropriate documents necessary or appropriate to effect such issuance;

WHEREAS, this Supplemental Indenture is being entered into pursuant to the provisions of Sections 2.1 and 9.1(xi) of the Base Indenture;

WHEREAS, the Issuer has requested that the Trustee execute and deliver this Supplemental Indenture;

AND WHEREAS, all acts and things necessary to make this Supplemental Indenture a valid agreement according to its terms, and to make the Notes, when executed by the Issuer and authenticated and delivered by the Trustee, the valid obligations of the Issuer, have been done and performed, and the execution of this Supplemental Indenture and the issue hereunder of the Notes has been duly authorized in all respects;

NOW THEREFORE, in consideration of the premises and the purchase of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the forms and terms of the Notes, the Issuer covenants and agrees with the Trustee, as follows:

ARTICLE I

Definitions

SECTION 1.1. Definition of Terms. For all purposes of this Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

(i) "*2027 Par Call Date*" means February 1, 2027.

(ii) "*2032 Par Call Date*" means December 1, 2031.

(iii) "*Additional 2027 Notes*" means notes issued pursuant to Section 2.2 hereof and having identical terms as the 2027 Notes, other than as expressly permitted by Section 2.2.

(iv) "*Additional 2032 Notes*" means notes issued pursuant to Section 2.2 hereof and having identical terms as the 2032 Notes, other than as expressly permitted by Section 2.2.

(v) "*Asset Purchase Agreement*" means the Asset Purchase Agreement, dated as of December 24, 2021, between the Issuer and S&P Global Inc. (the "Seller"), pursuant to which the Issuer agreed to acquire the Seller's CUSIP Global Services business.

(vi) "*CGS Transaction*" means the acquisition by the Issuer of the CUSIP Global Services business from S&P Global Inc. pursuant to the Asset Purchase Agreement.

(vii) "*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Issuer or one of its Subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of the Issuer, measured by voting power rather than number of shares;

(3) the Issuer consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Issuer, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Issuer or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person or any direct or indirect parent company of the surviving Person immediately after giving effect to such transaction;

(4) the first day on which the majority of the members of the board of directors of the Issuer cease to be Continuing Directors; or

(5) the adoption of a plan relating to the liquidation or dissolution of the Issuer.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) the Issuer becomes a direct or indirect wholly owned Subsidiary of another Person and (ii) the direct or indirect holders of the Voting Stock of such other Person immediately following that transaction are substantially the same as the holders of the Voting Stock of the Issuer immediately prior to that transaction.

(viii) "*Change of Control Triggering Event*" means, with respect to any series of Notes, (a) the consummation of a Change of Control, (b) the Notes of such series are rated below an Investment Grade Rating by at least two of the three Rating Agencies on any date during the period (the "*Trigger Period*") commencing on the first public announcement by the Issuer of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period will be extended following consummation of a Change of Control for so long as at least two of the three Rating Agencies have publicly announced that they are considering a possible ratings downgrade) or the rating of the Notes of such series is withdrawn within the Trigger Period by each of the Rating Agencies and (c) the rating of the Notes of such series is lowered by at least two of the three Rating Agencies during the Trigger Period; provided that a Change of Control Triggering Event will not be deemed to have occurred in respect of a particular Change of Control if each Rating Agency making the reduction in rating does not publicly announce or confirm or inform the Trustee at our request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the Change of Control. For the avoidance of doubt, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

(ix) "*Continuing Director*" means, as of any date of determination, any member of the Board of Directors of the Issuer who:

(1) was a member of such Board of Directors at the Issue Date of the Notes; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

(x) "*Treasury Rate*" means, with respect to any Redemption Date for any Notes of a series, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate applicable to such redemption shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading). In determining the applicable Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the applicable Par Call Date (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the

Issuer shall calculate the Treasury Rate applicable to such redemption based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date and one with a maturity date following the applicable Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the applicable Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices, expressed as a percentage of principal amount, at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

SECTION 1.2. Other Definitions.

Term	Defined in Section
“2027 Notes Interest Payment Date”	2.4(a)
“2032 Notes Interest Payment Date”	2.4(b)
“2027 Notes”	Recitals
“2032 Notes”	Recitals
“2027 Par Call Date”	2.6(a)
“2032 Par Call Date”	2.6(b)
“Base Indenture”	Recitals
“Change of Control Offer”	2.9(a)
“Change of Control Payment Date”	2.9(b)
“End Date”	2.7(a)
“Indenture”	Recitals
“Issuer”	Preamble
“Notes”	Recitals
“Remaining Life”	1.1(xv)
“Securities”	Recitals

Term	Defined in Section
"Seller"	1.1(v)
"Special Mandatory Redemption"	2.7(a)
"Special Mandatory Redemption Date"	2.7(a)
"Special Mandatory Redemption Event"	2.7(a)
"Special Mandatory Redemption Notice"	2.7(a)
"Special Mandatory Redemption Price"	2.7(a)
"Supplemental Indenture"	Preamble
"Trigger Period:	1.1(viii)
"Trustee"	Preamble

SECTION 1.3. Rules of Construction. Unless the context otherwise requires:

(i) each term defined in the Base Indenture has the same meaning when used in this Supplemental Indenture;

(ii) a term has the meaning assigned to it;

(iii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(iv) "or" is not exclusive;

(v) words in the singular include the plural, and in the plural include the singular;

(vi) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Supplemental Indenture; and

(vii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

General Terms and Conditions of the Notes

SECTION 2.1. Designation and Principal Amount. There are hereby authorized and established two series of Securities under the Base Indenture, designated as the "2.900% Senior Notes due 2027" which is not limited in aggregate principal amount and the "3.450% Senior Notes due 2032" which is not limited in aggregate principal amount. The aggregate principal amount of the 2027 Notes to be issued as of the date hereof shall be $500,000,000. The aggregate principal amount of the 2032 Notes to be issued as of the date hereof shall be $500,000,000.

SECTION 2.2. Further Issues.

(a) 2027 Notes. After the Issue Date, the Issuer will be entitled to issue Additional 2027 Notes under the Indenture, which Additional 2027 Notes shall have identical terms as the 2027 Notes issued on the Issue Date, other than with respect to the date of issuance, issue price, original interest accrual date and original 2027 Notes Interest Payment Date. All the 2027 Notes issued under this Supplemental Indenture shall be treated as a single class for all purposes of the Indenture including waivers, amendments, redemptions and offers to purchase, except as provided in Article IX of the Base Indenture; provided, however, that in the event that any Additional 2027 Notes are not fungible with the 2027 Notes for U.S. federal income tax purposes, such nonfungible Additional 2027 Notes shall be issued with a separate CUSIP or ISIN number so that they are distinguishable from the 2027 Notes.

With respect to any Additional 2027 Notes, the Issuer will set forth in a resolution of the Board of Directors and an Officers' Certificate, a copy of each which shall be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional 2027 Notes to be authenticated and delivered pursuant to the Indenture; and

(ii) the issue price, the issue date and the CUSIP number of such Additional 2027 Notes.

(b) 2032 Notes. After the Issue Date, the Issuer will be entitled to issue Additional 2032 Notes under the Indenture, which Additional 2032 Notes shall have identical terms as the 2032 Notes issued on the Issue Date, other than with respect to the date of issuance, issue price, original interest accrual date and original 2032 Notes Interest Payment Date. All the 2032 Notes issued under this Supplemental Indenture shall be treated as a single class for all purposes of the Indenture including waivers, amendments, redemptions and offers to purchase, except as provided in Article IX of the Base Indenture; provided, however, that in the event that any Additional 2032 Notes are not fungible with the 2032 Notes for U.S. federal income tax purposes, such nonfungible Additional 2032 Notes shall be issued with a separate CUSIP or ISIN number so that they are distinguishable from the 2032 Notes.

With respect to any Additional 2032 Notes, the Issuer will set forth in a resolution of the Board of Directors and an Officers' Certificate, a copy of each which shall be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional 2032 Notes to be authenticated and delivered pursuant to the Indenture; and

(ii) the issue price, the issue date and the CUSIP number of such Additional 2032 Notes.

SECTION 2.3. Maturity. The 2027 Notes will mature on March 1, 2027 and the 2032 Notes will mature on March 1, 2032.

SECTION 2.4. Interest.

(a) 2027 Notes. Interest on the 2027 Notes will be payable in lawful money of the United States semi-annually on March 1 and September 1 of each year, commencing on September 1, 2022 (each a "*2027 Notes Interest Payment Date*"). Interest on the 2027 Notes shall accrue (computed on the basis of a 360-day year comprised of twelve 30-day months) from the most recent date to which interest has been paid or, if no interest has been paid, from and including March 1, 2022. The Issuer will pay interest on the 2027 Notes on the applicable 2027 Notes Interest Payment Date to the Persons in whose names the 2027 Notes are registered at the close of business on the preceding February 15 or August 15, as the case may be, whether or not a Business Day.

(b) 2032 Notes. Interest on the 2032 Notes will be payable in lawful money of the United States semi-annually on March 1 and September 1 of each year, commencing on September 1, 2022 (each a "*2032 Notes Interest Payment Date*"). Interest on the 2032 Notes shall accrue (computed on the basis of a 360-day year comprised of twelve 30-day months) from the most recent date to which interest has been paid or, if no interest has been paid, from and including March 1, 2022. The Issuer will pay interest on the 2032 Notes on the applicable 2032 Notes Interest Payment Date to the Persons in whose names the 2032 Notes are registered at the close of business on the preceding February 15 or August 15, as the case may be, whether or not a Business Day.

(c) If an Interest Payment Date for the 2027 Notes or the 2032 Notes falls on a day that is not a Business Day, the applicable interest payment shall be postponed to the next succeeding Business Day as if made on the date such payment was due, and no interest on such payment shall accrue for the period from and after such Interest Payment Date to such next succeeding Business Day.

SECTION 2.5. Form of Notes.

(a) The 2027 Notes shall be substantially in the form of Exhibit A-1 attached hereto, which is incorporated by reference herein. The 2032 Notes shall be substantially in the form of Exhibit A-2 attached hereto, which is incorporated by reference herein.

(b) On the date hereof, the Issuer shall execute and the Trustee shall authenticate and deliver the Notes in the form of Global Securities that (i) shall be registered in the name of the Depositary or the nominee of the Depositary and (ii) shall be delivered by the Trustee to the Depositary, pursuant to the Depositary's instructions, or held by the Trustee as Global Security Custodian.

SECTION 2.6. Optional Redemption.

(a) 2027 Notes. The 2027 Notes will be redeemable, as a whole or in part, at the Issuer's option, at any time or from time to time. Prior to the 2027 Par Call Date, the Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) for the 2027 Notes will be equal to the greater of:

(i) (1) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2027 Notes matured on the 2027 Par Call Date) on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the applicable Treasury Rate, plus 15 basis points less (2) interest accrued to the Redemption Date, and

(ii) 100% of the principal amount of the 2027 Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon, if any, to the Redemption Date.

On and after the 2027 Par Call Date, the Redemption Price for the 2027 Notes will be equal to 100% of the principal amount of the 2027 Notes to be redeemed, plus accrued and unpaid interest thereon, if any, to the Redemption Date.

(b) 2032 Notes. The 2032 Notes will be redeemable, as a whole or in part, at the Issuer's option, at any time or from time to time. Prior to the 2032 Par Call Date, the Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) for the 2032 Notes will be equal to the greater of:

(i) (1) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2032 Notes matured on the 2032 Par Call Date) on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the applicable Treasury Rate, plus 25 basis points less (2) interest accrued to the Redemption Date, and

(ii) 100% of the principal amount of the 2032 Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon, if any, to the Redemption Date.

On and after the 2032 Par Call Date, the Redemption Price for the 2032 Notes will be equal to 100% of the principal amount of the 2032 Notes to be redeemed, plus accrued and unpaid interest thereon, if any, to the Redemption Date.

(c) The Issuer's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error. The Issuer will notify the Trustee of the Redemption Price promptly after the calculation thereof and the Trustee shall not be responsible or liable for any calculation of the Redemption Price or of any component thereof, or for determining whether manifest error has occurred.

(d) Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed.

(e) On and after the Redemption Date of Notes of a series, interest will cease to accrue on such Notes or any portion thereof called for redemption, unless the Issuer defaults in the payment of the Redemption Price and accrued interest. On or before the Redemption Date, the Issuer will deposit with a Paying Agent, or the Trustee, money sufficient to pay the Redemption Price of and accrued interest on the Notes to be redeemed on such date. In the case of a partial redemption of a series of Notes, selection of the Notes of such series for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair, in accordance with the policies and procedures of the Depositary. No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note of a series is to be redeemed in part only, the notice of redemption that relates to the Note of such series will state the portion of the principal amount of the Note of such series to be redeemed. A new Note of such series in a principal amount equal to the unredeemed portion of the Note of such series will be issued in the name of the holder of the Note upon surrender for cancellation of the original Note. For so long as the Notes are held by DTC (or another Depositary), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depositary.

(f) Except as otherwise set forth in this Article II, the terms and conditions upon which and the manner in which the Notes may be redeemed by the Issuer pursuant to this Article II are governed by the provisions of Article III of the Base Indenture.

SECTION 2.7. Mandatory Redemption.

(a) In the event that (i) the proposed CGS Transaction is not consummated on or prior to December 24, 2022 (the "*End Date*"), or (ii) at any time prior to the End Date, the Asset Purchase Agreement is terminated (any such event, a "*Special Mandatory Redemption Event*"), the Issuer will redeem all of the Notes of each series (the "*Special Mandatory Redemption*") at a price equal to 101% of the aggregate principal amount of the Notes of the applicable series plus accrued and unpaid interest to, but not including, the Special Mandatory Redemption Date (the "*Special Mandatory Redemption Price*").

(b) Notice of the occurrence of a Special Mandatory Redemption Event and that a Special Mandatory Redemption is to occur (the "*Special Mandatory Redemption Notice*") shall be delivered to the Trustee at least three (3) Business Days before it is required to be mailed or delivered to Holders (unless a shorter notice period shall be agreed to by the Trustee) and mailed by first class mail to each Holder of Notes' registered address or electronically delivered according to the procedures of DTC as to global notes, within ten (10) Business Days after the Special Mandatory Redemption Event. At the Issuer's written request, the Trustee shall give the Special Mandatory Redemption Notice in the Issuer's name and at the Issuer's expense. On such date specified in the Special Mandatory Redemption Notice as shall be no more than ten (10) Business Days (or such other minimum period as may be required by DTC) after mailing or sending the Special Mandatory

Redemption Notice, the Special Mandatory Redemption shall occur (the date of such redemption, the "*Special Mandatory Redemption Date*").

(c) If funds sufficient to pay the Special Mandatory Redemption Price of all of the Notes on the Special Mandatory Redemption Date are deposited with a Paying Agent or the Trustee on or before such Special Mandatory Redemption Date, then on and after such Special Mandatory Redemption Date, the Notes shall cease to bear interest and, other than the right to receive the Special Mandatory Redemption Price, all rights under such Notes shall terminate.

(d) Upon the closing of the CGS Transaction, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

(e) Except as provided in this Section 2.7, the Issuer shall not be required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, pursuant to Section 2.9 hereof, under certain circumstances, the Issuer may be required to offer to purchase the Notes.

SECTION 2.8. Appointment of Depositary. DTC will initially be the Depositary with respect to the Notes.

SECTION 2.9. Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, each Holder shall have the right to require that the Issuer repurchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Within 30 days following any Change of Control Triggering Event, unless the Issuer has previously or concurrently mailed or delivered a redemption notice with respect to all outstanding Notes of a series as described in Section 2.6, the Issuer shall mail a notice by first-class mail (or otherwise delivered in accordance with the applicable procedures of DTC) to each Holder with a copy to the Trustee (the "*Change of Control Offer*") stating:

(i) that a Change of Control Triggering Event has occurred and that such Holder has the right to require the Issuer to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date);

(ii) the circumstances and relevant facts regarding such Change of Control Triggering Event;

(iii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or delivered); and

(iv) the instructions, as determined by the Issuer, consistent with this Section 2.9, that a Holder must follow in order to have its Notes purchased.

(c) The Issuer shall not be required to make a Change of Control Offer following a Change of Control Triggering Event if: (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption that is or has become unconditional has been given pursuant to Section 3.4 of the Base Indenture.

(d) A Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control Triggering Event at the time of making of the Change of Control Offer.

(e) The Issuer shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.9, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.9 by virtue of its compliance with such securities laws or regulations.

(f) On the purchase date, all Notes purchased by the Issuer under this Section 2.9 shall be delivered by the Issuer to the Trustee for cancellation, and the Issuer shall pay the purchase price plus accrued and unpaid interest, if any, to the Holders entitled thereto.

(g) At the time the Issuer delivers Notes to the Trustee which are to be accepted for purchase, the Issuer shall also deliver an Officers' Certificate stating that such Notes are to be accepted by the Issuer pursuant to and in accordance with the terms of this Section 2.9. A Note shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

SECTION 2.10. Defeasance. The provisions of Article VIII of the Base Indenture will apply to the Notes. If the Issuer exercises its covenant defeasance option pursuant to Section 8.1 and 8.3 of the Base Indenture, in addition to the provisions of the Base Indenture set forth in Section 8.3 of the Base Indenture, the Issuer also shall be released from its obligations under Section 2.9 of this Supplemental Indenture.

ARTICLE III

Miscellaneous

SECTION 3.1. Ratification of Base Indenture. The Base Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided; *provided* that the provisions of this Supplemental Indenture apply solely with respect to the Notes.

SECTION 3.2. Trustee Not Responsible for Recitals, etc. The recitals contained herein and in the Notes (except in the certificate of authentication) shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Issuer of the Notes or the proceeds of the Notes authenticated and delivered by the Trustee in conformity with the provisions of this Supplemental Indenture or for any money paid to the Issuer or upon the Issuer's directions under any provision of this Supplemental Indenture. The Trustee shall not be bound to ascertain or inquire as to the performance, observance, or breach of any covenants, conditions, representations, warranties or agreements on the part of the Issuer, and shall not be responsible for any statement in any document used in connection with the sale of any Notes. Neither the Trustee nor any Paying Agent shall be responsible for monitoring the Issuer's rating status, making any request upon any Rating Agency or determining whether any rating event has occurred. All of the provisions contained in the Base Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

SECTION 3.3. Governing Law; Waiver of Jury Trial. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE BASE INDENTURE, THIS SUPPLEMENTAL INDENTURE AND THE NOTES. EACH HOLDER OF A NOTE AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE BASE INDENTURE, THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 3.4. Severability. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.5. Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an

original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

FACTSET RESEARCH SYSTEMS INC.

By: /s/ Linda S. Huber
Name: Linda S. Huber
Title: Executive Vice President,
Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

By: /s/ Kathy Mitchell
Name: Kathy Mitchell
Title: Vice President

[Signature page to Supplemental Indenture]

FORM OF NOTE

2.900% Senior Notes due 2027

[Insert the Global Security Legend, if applicable]

FACTSET RESEARCH SYSTEMS INC.
2.900% SENIOR NOTES DUE 2027

No. ____

CUSIP: 303075 AA3
ISIN: US303075AA30

FactSet Research Systems Inc. promises to pay to [ ] [insert if Global Note: Cede & Co.], or registered assigns, [the principal sum of Dollars ($)] / [insert if Global Note: the principal amount set forth on the Schedule of Exchanges of Interests in Global Note attached hereto, which principal amount may from time to time be reduced or increased, as appropriate, in accordance with the within mentioned Indenture and as reflected in the Schedule of Exchanges of Interests in the Global Note attached hereto, to reflect exchanges, purchases, retirements or redemptions of the Notes represented hereby] on March 1, 2027.

Interest Payment Dates: March 1 and September 1, beginning September 1, 2022

Record Dates: February 15 and August 15

Reference is made to further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefits under the Indenture referred to on the reverse hereof or be valid or obligatory for any purpose.

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

FACTSET RESEARCH SYSTEMS INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes
referred to in the within-mentioned Indenture:

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

By: _____
Authorized Signatory

(Reverse of Note)
2.900% Senior Notes due 2027
FACTSET RESEARCH SYSTEMS INC.

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) Interest. FactSet Research Systems Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "*Issuer*"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Issuer shall pay interest semiannually on March 1 and September 1 of each year (each an "*Interest Payment Date*"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from March 1, 2022 until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

(2) Method of Payment. The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on the February 15 or August 15 next preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by DTC or any successor Depositary. The Issuer shall make all payments in respect of a Definitive Security (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Issuer, payment of interest may be made by mailing a check to the registered address of each Holder thereof; provided, however, that payments on the Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

(3) Paying Agent and Registrar. Initially, U.S. Bank Trust Company, National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

(4) Indenture. The Issuer issued the Notes under an indenture dated as of March 1, 2022, between the Issuer and the Trustee (the "*Base Indenture*"), as supplemented by the Supplemental Indenture dated as of March 1, 2022, between the

Issuer and the Trustee (the "*Supplemental Indenture*" and, together with the Base Indenture, the "*Indenture*"). The terms of the Notes include those stated in the Indenture and those made a part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb) (the "*TIA*"). To the extent the provisions of this Note are inconsistent with the provisions of the Indenture, the Indenture shall govern. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms.

(6) Optional Redemption. The Notes are redeemable at the option of the Issuer as provided in, and subject to the terms of, Section 2.6 of the Supplemental Indenture.

(7) Mandatory Redemption. In the event that (a) the proposed CGS Transaction (as defined in the Supplemental Indenture) is not consummated on or prior to December 24, 2022 (the "*End Date*"), or (b) at any time prior to the End Date, the Asset Purchase Agreement (as defined in the Supplemental Indenture) is terminated (any such event, a "*Special Mandatory Redemption Event*"), the Issuer will redeem all of the Notes (a "*Special Mandatory Redemption*"), at a price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest to, but not including, the redemption date (the "*Special Mandatory Redemption Price*").

Notice of the occurrence of a Special Mandatory Redemption Event and that a Special Mandatory Redemption is to occur (the "*Special Mandatory Redemption Notice*") shall be delivered to the Trustee at least three (3) Business Days before it is required to be mailed or delivered to Holders (unless a shorter notice period shall be agreed to by the Trustee) and mailed by first class mail to each Holder of Notes' registered address or electronically delivered according to the procedures of DTC as to global notes, within ten (10) Business Days after the Special Mandatory Redemption Event. At the Issuer's written request, the Trustee shall give the Special Mandatory Redemption Notice in the Issuer's name and at the Issuer's expense. On such date specified in the Special Mandatory Redemption Notice as shall be no more than ten (10) Business Days (or such other minimum period as may be required by DTC) after mailing or sending the Special Mandatory Redemption Notice, the special mandatory redemption shall occur (the date of such redemption, the "*Special Mandatory Redemption Date*").

If funds sufficient to pay the Special Mandatory Redemption Price of all of the Notes on the Special Mandatory Redemption Date are deposited with a Paying Agent or the Trustee on or before such Special Mandatory Redemption Date, then on and after such Special Mandatory Redemption Date, the Notes shall cease to bear interest and, other than the right to receive the Special Mandatory Redemption Price, all rights under such Notes shall terminate.

Upon the closing of the CGS Transaction, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

(8) Repurchase of Notes at the Option of Holders Upon a Change of Control Triggering Event. In accordance with Section 2.9 of the Supplemental Indenture,

the Issuer shall be required to offer to purchase Notes upon the occurrence of a Change of Control Triggering Event. Any Holder of Notes shall have the right, subject to certain conditions specified in the Supplemental Indenture, to cause the Issuer to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Supplemental Indenture.

(9) Denominations, Transfer, Exchange. The Notes are in registered form without coupons in initial denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of the Notes may be registered and the Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, it need not exchange or register the transfer of any Notes for a period of fifteen (15) days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

(10) Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

(11) Amendment, Supplement and Waiver. The Indenture or the Notes may be amended or supplemented, as provided in, and subject to the terms of, Article IX of the Base Indenture.

(12) Defaults and Remedies. If an Event of Default with respect to the Notes at the time outstanding (other than an Event of Default related to certain events of bankruptcy, insolvency or reorganization of the Issuer) occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the then outstanding Notes may declare the principal of all of the outstanding Notes and any accrued interest on the Notes to be due and payable immediately by a notice in writing to the Issuer (and to the Trustee if given by the Holders). If an Event of Default specified in clause (vi) of Section 6.1 of the Base Indenture occurs with respect to the Issuer, the principal of and any accrued interest on the Notes then outstanding shall ipso facto become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

Under certain circumstances, the Holders of a majority in principal amount of the Notes then outstanding, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences, as provided in, and subject to the terms of, Article VI of the Base Indenture.

(13) Trustee Dealings with the Issuer. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the

Issuer or its Affiliates, and may otherwise deal with the Issuer or its Affiliates, as if it were not the Trustee.

(14) No Recourse Against Others. No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of Parent, the Issuer or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Issuer under the Notes or the Indenture by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator.

No recourse may, to the full extent permitted by applicable law, be taken, directly or indirectly, with respect to the obligations of the Issuer on the Notes or under the Indenture or any related documents, any certificate or other writing delivered in connection therewith, against (i) the Trustee in its individual capacity, or (ii) any partner, owner, beneficiary, agent, officer, director, employee, agent, successor or assign of the Trustee, each in its individual capacity, or (iii) any holder of equity in the Trustee.

Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(15) Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(16) Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(17) CUSIP, ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP, ISIN or other similar numbers in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

(18) Governing Law; Waiver of Jury Trial. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE SUPPLEMENTAL INDENTURE AND THE NOTES. EACH HOLDER OF A NOTE AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(19) Notices. The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indentures. Requests may be made to:

If to the Issuer:

FactSet Research Systems Inc.
45 Glover Avenue
Norwalk, Connecticut 06850
Facsimile: 203-810-1610
Attention: General Counsel

If to the Trustee:

U.S. Bank Trust Company, National Association
185 Asylum Street, 27th Floor
Hartford, CT 06103-3452
Facsimile: (860) 241-6897
Attention: Global Corporate Trust and Custody

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

_____
(Insert assignee's soc. sec. or tax I.D. no.)
_____
_____
_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature guarantee:_____

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 2.9 (“Change of Control Triggering Event”) of the Supplemental Indenture, check the box below:

[ ] Section 2.9

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 2.9 of the Supplemental Indenture, state the amount you elect to have purchased:

$_____

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the Note)

Tax Identification Number: _____

Signature guarantee:_____

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The original principal amount of this Global Note is [●] DOLLARS AND [●] CENTS ($[●]). The following exchanges of a part of this Global Security for other 2.900% Senior Notes have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security Following Such Decrease (or Increase)	Signature of Authorized Signatory of Trustee or Global Security Custodian

FORM OF NOTE

3.450% Senior Notes due 2032

[Insert the Global Security Legend, if applicable]

FACTSET RESEARCH SYSTEMS INC.
3.450% SENIOR NOTES DUE 2032

No. ____

CUSIP: 303075 AB1
ISIN: US303075AB13

FactSet Research Systems Inc. promises to pay to [ ] [insert if Global Note: Cede & Co.], or registered assigns, [the principal sum of Dollars ($)] / [insert if Global Note: the principal amount set forth on the Schedule of Exchanges of Interests in Global Note attached hereto, which principal amount may from time to time be reduced or increased, as appropriate, in accordance with the within mentioned Indenture and as reflected in the Schedule of Exchanges of Interests in the Global Note attached hereto, to reflect exchanges, purchases, retirements or redemptions of the Notes represented hereby] on March 1, 2032.

Interest Payment Dates: March 1 and September 1, beginning September 1, 2022

Record Dates: February 15 and August 15

Reference is made to further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefits under the Indenture referred to on the reverse hereof or be valid or obligatory for any purpose.

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

FACTSET RESEARCH SYSTEMS INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes
referred to in the within-mentioned Indenture:

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

By: _____
Authorized Signatory

(Reverse of Note)
3.450% Senior Notes due 2032
FACTSET RESEARCH SYSTEMS INC.

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) Interest. FactSet Research Systems Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "*Issuer*"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Issuer shall pay interest semiannually on March 1 and September 1 of each year (each an "*Interest Payment Date*"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from March 1, 2022 until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

(2) Method of Payment. The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on the February 15 or August 15 next preceding the Interest Payment Date even if Notes are canceled after the record date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by DTC or any successor Depositary. The Issuer shall make all payments in respect of a Definitive Security (including principal, premium, if any, and interest), at the office of the Paying Agent, except that, at the option of the Issuer, payment of interest may be made by mailing a check to the registered address of each Holder thereof; provided, however, that payments on the Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

(3) Paying Agent and Registrar. Initially, U.S. Bank Trust Company, National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

(4) Indenture. The Issuer issued the Notes under an indenture dated as of March 1, 2022, between the Issuer and the Trustee (the "*Base Indenture*"), as supplemented by the Supplemental Indenture dated as of March 1, 2022, between the

Issuer and the Trustee (the "*Supplemental Indenture*" and, together with the Base Indenture, the "*Indenture*"). The terms of the Notes include those stated in the Indenture and those made a part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb) (the "*TIA*"). To the extent the provisions of this Note are inconsistent with the provisions of the Indenture, the Indenture shall govern. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms.

(6) Optional Redemption. The Notes are redeemable at the option of the Issuer as provided in, and subject to the terms of, Section 2.6 of the Supplemental Indenture.

(7) Mandatory Redemption. In the event that (a) the proposed CGS Transaction (as defined in the Supplemental Indenture) is not consummated on or prior to December 24, 2022 (the "*End Date*"), or (b) at any time prior to the End Date, the Asset Purchase Agreement (as defined in the Supplemental Indenture) is terminated (any such event, a "*Special Mandatory Redemption Event*"), the Issuer will redeem all of the Notes (a "*Special Mandatory Redemption*"), at a price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest to, but not including, the redemption date (the "*Special Mandatory Redemption Price*").

Notice of the occurrence of a Special Mandatory Redemption Event and that a Special Mandatory Redemption is to occur (the "*Special Mandatory Redemption Notice*") shall be delivered to the Trustee at least three (3) Business Days before it is required to be mailed or delivered to Holders (unless a shorter notice period shall be agreed to by the Trustee) and mailed by first class mail to each Holder of Notes' registered address or electronically delivered according to the procedures of DTC as to global notes, within ten (10) Business Days after the Special Mandatory Redemption Event. At the Issuer's written request, the Trustee shall give the Special Mandatory Redemption Notice in the Issuer's name and at the Issuer's expense. On such date specified in the Special Mandatory Redemption Notice as shall be no more than ten (10) Business Days (or such other minimum period as may be required by DTC) after mailing or sending the Special Mandatory Redemption Notice, the special mandatory redemption shall occur (the date of such redemption, the "*Special Mandatory Redemption Date*").

If funds sufficient to pay the Special Mandatory Redemption Price of all of the Notes on the Special Mandatory Redemption Date are deposited with a Paying Agent or the Trustee on or before such Special Mandatory Redemption Date, then on and after such Special Mandatory Redemption Date, the Notes shall cease to bear interest and, other than the right to receive the Special Mandatory Redemption Price, all rights under such Notes shall terminate.

Upon the closing of the CGS Transaction, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

(8) Repurchase of Notes at the Option of Holders Upon a Change of Control Triggering Event. In accordance with Section 2.9 of the Supplemental Indenture,

the Issuer shall be required to offer to purchase Notes upon the occurrence of a Change of Control Triggering Event. Any Holder of Notes shall have the right, subject to certain conditions specified in the Supplemental Indenture, to cause the Issuer to repurchase all or any part of the Notes of such Holder at a purchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date that is on or prior to the date of purchase) as provided in, and subject to the terms of, the Supplemental Indenture.

(9) Denominations, Transfer, Exchange. The Notes are in registered form without coupons in initial denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of the Notes may be registered and the Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, it need not exchange or register the transfer of any Notes for a period of fifteen (15) days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

(10) Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

(11) Amendment, Supplement and Waiver. The Indenture or the Notes may be amended or supplemented, as provided in, and subject to the terms of, Article IX of the Base Indenture.

(12) Defaults and Remedies. If an Event of Default with respect to the Notes at the time outstanding (other than an Event of Default related to certain events of bankruptcy, insolvency or reorganization of the Issuer) occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the then outstanding Notes may declare the principal of all of the outstanding Notes and any accrued interest on the Notes to be due and payable immediately by a notice in writing to the Issuer (and to the Trustee if given by the Holders). If an Event of Default specified in clause (vi) of Section 6.1 of the Base Indenture occurs with respect to the Issuer, the principal of and any accrued interest on the Notes then outstanding shall ipso facto become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

Under certain circumstances, the Holders of a majority in principal amount of the Notes then outstanding, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences, as provided in, and subject to the terms of, Article VI of the Base Indenture.

(13) Trustee Dealings with the Issuer. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the

Issuer or its Affiliates, and may otherwise deal with the Issuer or its Affiliates, as if it were not the Trustee.

(14) No Recourse Against Others. No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of Parent, the Issuer or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Issuer under the Notes or the Indenture by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator.

No recourse may, to the full extent permitted by applicable law, be taken, directly or indirectly, with respect to the obligations of the Issuer on the Notes or under the Indenture or any related documents, any certificate or other writing delivered in connection therewith, against (i) the Trustee in its individual capacity, or (ii) any partner, owner, beneficiary, agent, officer, director, employee, agent, successor or assign of the Trustee, each in its individual capacity, or (iii) any holder of equity in the Trustee.

Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(15) Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(16) Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(17) CUSIP, ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP, ISIN or other similar numbers in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

(18) Governing Law; Waiver of Jury Trial. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE SUPPLEMENTAL INDENTURE AND THE NOTES. EACH HOLDER OF A NOTE AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(19) Notices. The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indentures. Requests may be made to:

If to the Issuer:

FactSet Research Systems Inc.
45 Glover Avenue
Norwalk, Connecticut 06850
Facsimile: 203-810-1610
Attention: General Counsel

If to the Trustee:

U.S. Bank Trust Company, National Association
185 Asylum Street, 27th Floor
Hartford, CT 06103-3452
Facsimile: (860) 241-6897
Attention: Global Corporate Trust and Custody

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

_____
(Insert assignee's soc. sec. or tax I.D. no.)
_____
_____
_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature guarantee:_____

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 2.9 (“Change of Control Triggering Event”) of the Supplemental Indenture, check the box below:

[ ] Section 2.9

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 2.9 of the Supplemental Indenture, state the amount you elect to have purchased:

$_____

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the Note)

Tax Identification Number: _____

Signature guarantee:_____

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The original principal amount of this Global Note is [●] DOLLARS AND [●] CENTS ($[●]). The following exchanges of a part of this Global Security for other 3.450% Senior Notes have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security Following Such Decrease (or Increase)	Signature of Authorized Signatory of Trustee or Global Security Custodian

Exhibit 4.5

EXECUTION VERSION

CREDIT AGREEMENT

dated as of

March 1, 2022,

among

FACTSET RESEARCH SYSTEMS INC.,

the BORROWING SUBSIDIARIES party hereto,

the LENDERS party hereto

and

PNC BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

PNC CAPITAL MARKETS LLC

and

BOFA SECURITIES, INC.,
as Joint Lead Arrangers and Joint Bookrunners

BANK OF AMERICA, N.A.,
as Syndication Agent

HSBC SECURITIES (USA) INC.,
as Managing Agent

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ARTICLE X

Miscellaneous

SCHEDULES:

EXHIBITS:

CREDIT AGREEMENT dated as of March 1, 2022, among FACTSET RESEARCH SYSTEMS INC., a Delaware corporation, the BORROWING SUBSIDIARIES party hereto, the LENDERS party hereto and PNC BANK, NATIONAL ASSOCIATION, as the Administrative Agent.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR Borrowing" means any Borrowing comprised of ABR Loans.

"ABR Loan" means a Loan that bears interest at a rate determined by reference to the Alternate Base Rate.

"Acquisition" means any transaction, or series of related transactions, resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of all or substantially all of the assets of any business unit, division, product line or line of business of a Person, (b) the acquisition of more than 50% of the Capital Stock of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Acquisition Indebtedness" means any Indebtedness of the Company or any Subsidiary that has been incurred for the purpose of financing, in whole or in part, an Acquisition and any related transactions (including for the purpose of refinancing or replacing all or a portion of any related bridge facilities or any pre-existing Indebtedness of the Persons or assets to be acquired); provided that either (a) the release of the proceeds thereof to the Company and the Subsidiaries is contingent upon the substantially simultaneous consummation of such Acquisition (and, if the definitive agreement for such Acquisition is terminated prior to the consummation of such Acquisition, or if such Acquisition is otherwise not consummated by the date specified in the definitive documentation evidencing, governing the rights of the holders of or otherwise relating to such Indebtedness, then, in each case, such proceeds are, and pursuant to the terms of such definitive documentation are required to be, promptly applied to satisfy and discharge all obligations of the Company and the Subsidiaries in respect of such Indebtedness) or (b) such Indebtedness contains a "special mandatory redemption" provision (or a similar provision) if such Acquisition is not consummated by the date specified in the definitive documentation evidencing, governing the rights of the holders of or otherwise relating to such Indebtedness (and, if the definitive agreement for such Acquisition is terminated prior to the consummation of such Acquisition or such Acquisition is otherwise not consummated by the date so specified, such Indebtedness is, and pursuant to such "special mandatory redemption" (or similar) provision is required to be, redeemed or otherwise satisfied and discharged within 90 days of such termination or such specified date, as the case may be).

"Adjusted Daily Simple SOFR" means, with respect to any RFR Borrowing denominated in US Dollars, an interest rate per annum equal to (a) the Daily Simple SOFR plus

(b) 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than zero, such rate shall be deemed to be zero.

"Adjusted Daily Simple SONIA" means, with respect to any RFR Borrowing denominated in Sterling, an interest rate per annum equal to (a) the Daily Simple SONIA plus (b) 0.0326%; provided that if the Adjusted Daily Simple SONIA as so determined would be less than zero, such rate shall be deemed to be zero.

"Adjusted EURIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to (a) the EURIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Adjusted EURIBO Rate as so determined would be less than zero, such rate shall be deemed to be zero.

"Adjusted Term SOFR" means, with respect to any Term Benchmark Borrowing denominated in US Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR for such Interest Period plus (b) 0.10%; provided that if the Adjusted Term SOFR as so determined would be less than zero, such rate shall be deemed to be zero.

"Administrative Agent" means PNC, in its capacity as the administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII. Unless the context requires otherwise, the term "Administrative Agent" shall include any branch or Affiliate of PNC or any such successor through which PNC or such successor shall perform any of its obligations in such capacity hereunder or under the other Loan Documents.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls, is Controlled by or is under common Control with the Person specified.

"Aggregate Revolving Commitment" means the sum of the Revolving Commitments of all the Revolving Lenders.

"Aggregate Revolving Exposure" means the sum of the Revolving Exposures of all the Revolving Lenders.

"Agreed Currencies" means US Dollars and each Alternative Currency.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning set forth in Section 10.18(b).

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Overnight Bank Funding Rate in effect on such day plus ½ of 1.00% per annum and (c) the Adjusted Daily Simple SOFR as published two US Government Securities Business Days prior to such day (or if such day is not a Business Day, the

immediately preceding Business Day) plus 1.00% per annum; provided that if the Alternate Base Rate shall be less than 1.00%, such rate shall be deemed to be 1.00%.

"Alternative Currency" means Euro and Sterling.

"Alternative Currency Overnight Rate" means, for any day with respect to any currency, the rate of interest per annum at which overnight deposits in such currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day in the principal interbank market for such currency, as such rate is determined by the Administrative Agent or, in the case of any such determination made by it as contemplated hereunder, by any Issuing Bank.

"Ancillary Document" has the meaning set forth in Section 10.06(b).

"Anti-Corruption Laws" means the Foreign Corrupt Practices Act of 1977, as amended, the Bribery Act 2010 (U.K.), as amended, and all other laws, rules and regulations applicable to the Company or any of its Subsidiaries relating to bribery or corruption.

"Anti-Money Laundering Laws" means any laws, rules and regulations applicable to the Company or any of its Subsidiaries relating to the prevention of terrorism or money laundering, including the USA PATRIOT Act, Executive Order 13224 and applicable OFAC rules and regulations.

"Applicable Creditor" has the meaning set forth in Section 10.18(b).

"Applicable Percentage" means at any time, with respect to any Revolving Lender, the percentage of the Aggregate Revolving Commitment represented by such Lender's Revolving Commitment at such time. If all the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day, with respect to Revolving Commitment Fees, or with respect to any Term Loan, Revolving Loan or Swingline Loan that is an ABR Loan, a Term Benchmark Loan or an RFR Loan, the applicable rate per annum set forth below under the applicable caption "Revolving Commitment Fees", "ABR Loans" or "Term Benchmark/RFR Loans", as the case may be, determined by reference to the numerically lower of (a) the Pricing Category corresponding to the Applicable Ratings in effect at such time and (b) the Pricing Category corresponding to the Leverage Ratio as of the end of the most recent Test Period; provided that, if the Pricing Categories referred to in clauses (a) and (b) differ by two or more levels, then the Applicable Rate shall be determined by reference to the Pricing Category one level above that corresponding to the lower of the Pricing Categories referred to in clauses (a) and (b); provided further that, for purposes of determining the Applicable Rate, prior to the date on which the consolidated financial statements of the Company pursuant to Section 5.01(a) or 5.01(b) and the related Compliance Certificate pursuant to Section 5.01(c) are required to be delivered to the Administrative Agent for the first Fiscal Quarter or Fiscal Year ended after the Effective Date, the Leverage Ratio shall be deemed to be in the Pricing Category 2.

Pricing Category	Applicable Ratings (Moody's/S&P/Fitch)	Leverage Ratio	Revolving Commitment Fees (per annum)	Term Benchmark/ RFR Loans (per annum)	ABR Loans (per annum)
Category 1	Baa1/BBB+/BBB+ or higher	< 1.50:1.00	0.100%	0.875%	0.000%
Category 2	Baa2/BBB/BBB	≥ 1.50:1.00 and <2.00:1.00	0.125%	1.000%	0.000%
Category 3	Baa3/BBB-/BBB-	≥ 2.00:1.00 and <3.00:1.00	0.150%	1.250%	0.250%
Category 4	Ba1/BB+/BB+	≥ 3.00:1.00 and <3.50:1.00	0.200%	1.375%	0.375%
Category 5	Ba2/BB/BB or lower	≥ 3.50:1.00	0.250%	1.625%	0.625%

For purposes of the foregoing, (a) if the Applicable Ratings assigned by Moody's, S&P and Fitch shall fall within different Pricing Categories, then (i) if three Applicable Ratings are in effect, either (A) if two of the three Applicable Ratings are in the same Pricing Category, such Pricing Category shall be the applicable Pricing Category based on the Applicable Ratings or (B) if all three of the Applicable Ratings are in different Pricing Categories, the Pricing Category corresponding to the middle Applicable Rating shall be the applicable Pricing Category based on the Applicable Ratings and (ii) if only two Applicable Ratings are in effect, the applicable Pricing Category based on the Applicable Ratings shall be the Pricing Category in which the higher of the Applicable Ratings shall fall unless the Applicable Ratings differ by two or more Pricing Categories, in which case the applicable Pricing Category based on the Applicable Ratings shall be the Pricing Category one level below that corresponding to the higher Applicable Rating, (b) if any of Moody's, S&P and Fitch shall not have an Applicable Rating in effect, then (i) if only one rating agency shall not have an Applicable Rating in effect, the applicable Pricing Category based on the Applicable Ratings shall be determined by reference to the remaining two effective Applicable Ratings as set forth above and (ii) if only one rating agency shall have an Applicable Rating in effect, the applicable Pricing Category based on the Applicable Ratings shall be based on such Applicable Rating, (c) subject to the next following sentence, if none of Moody's, S&P or Fitch shall have an Applicable Rating in effect, the applicable Pricing Category shall be based solely on the Leverage Ratio, and (d) if any Applicable Rating shall be changed (other than as a result of a change in the rating system of the applicable rating agency), such change shall be effective on the first Business Day following the date on which it is first publicly announced by the applicable rating agency making such change. If the rating system of any of Moody's, S&P or Fitch shall change, or if such rating agency shall cease to be in the business of rating corporate debt obligations and corporate credit, the Company and the Required Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of Applicable Ratings from such rating agency and, pending the effectiveness of any such amendment, the Pricing Category based on the Applicable Ratings shall be determined based on the remaining Applicable Ratings (or, if there shall be no remaining Applicable Rating, the applicable Pricing Category shall be based solely on the Leverage Ratio).

Each change in the applicable Pricing Category (as corresponding to the Leverage Ratio) resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the first Business Day following, the date on which the consolidated financial statements

of the Company pursuant to Section 5.01(a) or 5.01(b) and the related Compliance Certificate pursuant to Section 5.01(c) are required to be delivered to the Administrative Agent for any Fiscal Quarter or Fiscal Year, to the extent such financial statements and Compliance Certificate indicate any such change, and ending on the date immediately preceding the effective date of the next such change; provided that if the Company shall not have timely delivered its consolidated financial statements pursuant to Section 5.01(a) or 5.01(b), as applicable, and the related Compliance Certificate pursuant to Section 5.01(c), commencing on the date which is the later of the dates upon which such financial statements or Compliance Certificate should have been so delivered and continuing until such financial statements or Compliance Certificate, as applicable, are actually delivered, the Leverage Ratio shall be deemed to be in Pricing Category 5.

"Applicable Ratings" means, with respect to Moody's, S&P or Fitch, (a) the Senior Unsecured Rating of such rating agency and (b) if and only if such rating agency does not have in effect a Senior Unsecured Rating, the Corporate Rating of such rating agency.

"Approved Fund" means any Person (other than a natural person and any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means PNC Capital Markets LLC and BofA Securities, Inc., in their capacities as the joint lead arrangers and joint bookrunners for the Revolving Facility and the Term Facility.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 10.04, and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, (a) if the then-current Benchmark for such Agreed Currency is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (b) otherwise, any payment period for interest calculated with reference to such Benchmark for such Agreed Currency, as applicable, pursuant to this Agreement as of such date. For the avoidance of doubt, the Available Tenor for Daily Simple SOFR and Daily Simple SONIA is one month.

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

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom

relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Product Provider" means any provider of Designated Cash Management Obligations or Designated Hedge Obligations.

"Bankruptcy Event" means, with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, liquidator, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Benchmark" means, initially, with respect to any Loan denominated in any Agreed Currency, the applicable Relevant Rate for Loans denominated in such Agreed Currency; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then current Benchmark for such Agreed Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.11(b). Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for any then-current Benchmark, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company as the replacement for such Benchmark for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Company for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement, including any applicable recommendations made by the Relevant Governmental Body, for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate", the definition of "Business Day", the definition of "US Government Securities Business Day", the definition of "RFR Business Day", the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent reasonably determines may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent reasonably determines that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means, a date and time determined by the Administrative Agent and the Company, which date shall be at the end of an Interest Period, if applicable, and no later than, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors, the NYFRB, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date pursuant to clause (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11(b) and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" means, with respect to any Person, an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. § 1841(k)) of such Person.

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means the Company or any Borrowing Subsidiary.

"Borrowing" means (a) Loans of the same Class, Type and currency made, converted or continued on the same date and to the same Borrower and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect, or (b) a Swingline Loan.

"Borrowing Minimum" means (a) in the case of a Borrowing denominated in US Dollars, US$1,000,000, (b) in the case of a Borrowing denominated in Euro, €1,000,000 and (c) in the case of a Borrowing denominated in Sterling, £1,000,000.

"Borrowing Multiple" means (a) in the case of a Borrowing denominated in US Dollars, US$1,000,000, (b) in the case of a Borrowing denominated in Euro, €1,000,000 and (c) in the case of a Borrowing denominated in Sterling, £1,000,000.

"Borrowing Request" means a request by or on behalf of a Borrower for a Term Borrowing or Revolving Borrowing in accordance with Section 2.03, which shall be in the form of Exhibit B or any other form approved by the Administrative Agent.

"Borrowing Subsidiary" means each Subsidiary that has become a Borrowing Subsidiary pursuant to Section 2.21(a), other than any such Subsidiary that has ceased to be a Borrowing Subsidiary as provided in Section 2.21(b).

"Borrowing Subsidiary Accession Agreement" means a Borrowing Subsidiary Accession Agreement, substantially the form of Exhibit C-1, duly executed by the Company and the applicable Subsidiary and accepted by the Administrative Agent, pursuant to which such Subsidiary agrees to become a Borrowing Subsidiary and agrees to be bound by the terms and conditions hereof.

"Borrowing Subsidiary Termination" means a Borrowing Subsidiary Termination, substantially in the form of Exhibit C-2, duly executed by the Company.

"Broker Dealer Subsidiary" means any Subsidiary registered or regulated as a broker or dealer with or by the SEC, the Financial Industry Regulatory Authority or any other applicable Governmental Authority, whether domestic or foreign.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that when used in connection with any direct or indirect calculation or determination of, or is used in connection with any interest rate settings, fundings, disbursements, settlements, payments or other dealings with respect to (a) any EURIBOR Loan, the term "Business Day" shall also exclude any day which is not a TARGET Day, (b) any SONIA Loan, the term "Business Day" shall also exclude any day on which banks are not open for business in London and (c) any Term SOFR Loan or Daily Simple SOFR Loan, the term "Business Day" shall also exclude any day on which SOFR is not published by the SOFR Administrator on the SOFR Administrator's Website.

"Capital Lease" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP and subject to Section 1.04(a), is accounted for as a capital lease on the balance sheet of such Person. The amount of obligations with respect to any Capital Lease shall be the amount thereof recorded as a liability on the balance sheet of such Person prepared in conformity with GAAP and subject to Section 1.04(a).

"Capital Stock" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing; provided that "Capital Stock" shall not include any Indebtedness convertible into or exchangeable for any of the foregoing.

"Cash Equivalents" means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the government of the United States or the United Kingdom or (ii) issued by any agency or instrumentality of the United States or the United Kingdom, the obligations of which are backed by the full faith and credit of the United States or the United Kingdom, in each case, maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any State (or similar) of the United States or the United Kingdom or any political subdivision or any public instrumentality thereof or by any other foreign government, in each case, maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P, at least F2 from Fitch or at least P-2 from Moody's (or, if at any time none of S&P, Fitch or Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P, at least F2 from Fitch or at least P-2 from Moody's (or, if at any time none of S&P, Fitch or Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or banker's acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the United States, any State thereof or the District of Columbia or any political subdivision thereof or any foreign bank or its branches or agencies and that has capital and surplus of not less than US$100,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) securities, maturing not more than 18 months from the date of purchase, rated at least AA by S&P, AA by Fitch or Aa by Moody's, (f) with respect to any Foreign Subsidiary of the Company, the approximate equivalent of any of clauses (a) through (e) above in any country in which such Foreign Subsidiary is organized or maintains deposit accounts and (g) other investments classified as "cash" or "cash equivalents" in conformity with GAAP and made in accordance with the Company's investment policy.

"Cash Management Services" means cash management and related services provided to the Company or any Subsidiary, including treasury, depository, return items, overdraft, controlled disbursement, cash sweeps, zero balance arrangements, merchant stored value cards, e-payables, electronic funds transfer, interstate depository network and automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) services and credit cards, credit card processing services, debit cards, stored value cards and commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards") arrangements.

"CFC" means any Person that is a "controlled foreign corporation" (within the meaning of Section 957 of the Code), but only if a Loan Party or a US Person that is an Affiliate of a Loan Party is, with respect to such Person, a "United States shareholder" (within the meaning of Section 951(b) of the Code) described in Section 951(a)(1) of the Code.

"CFC Holding Company" means each Subsidiary that has no material assets other than assets that consist of Capital Stock or indebtedness (as determined for US tax purposes) in one or more CFCs or CFC Holding Companies.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, promulgated or issued.

"Change of Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding (i) any employee benefit plan of the Company or any Subsidiary and any Person acting as the trustee, agent or other fiduciary or administrator therefor and (ii) any underwriter in connection with any offering of Capital Stock), shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of 50% or more of the total voting power of all the issued and outstanding Voting Capital Stock in the Company or (b) the occurrence of any "Change of Control" with respect to the Company under and as defined in the Indenture. For purposes of this definition, a "person" or "group" shall not be deemed to beneficially own Capital Stock subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement.

"Charge" means any loss, charge, fee, expense, cost, accrual or reserve of any kind.

"CIP Regulations" has the meaning set forth in Article VIII.

"Class", when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term Loans, Revolving Loans or Swingline Loans, (b) any Commitment, refers to whether such Commitment is a Term Commitment or a Revolving Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means a Revolving Commitment or a Term Commitment.

"Commitment Letter" means the Amended and Restated Commitment Letter dated January 21, 2022, among the Company, the Arrangers, the Managing Agent, PNC, Bank of America, N.A. and HSBC Bank USA, National Association.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § et seq.), as amended from time to time, and any successor statute.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Company or any other Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 10.01, including through the Platform.

"Company" means FactSet Research Systems Inc., a Delaware corporation.

"Compliance Certificate" means a Compliance Certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period plus

(a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum for such period of:

(i) consolidated interest expense, determined in conformity with GAAP, and in any event including, without duplication, (A) amortization, accretion or accrual of original issue discount, discounted liabilities, deferred financing fees and debt issuance costs and commissions, (B) any fees and expenses relating to Indebtedness, (C) any costs associated with surety, performance or similar bonds or instruments, (D) any interest capitalized during construction, (E) the interest component of any deferred payment obligation, (F) the interest component of any payment under any Capital Lease (regardless of whether accounted for as interest expense under GAAP), (G) any commission, discount and/or other fee or charge owed with respect to any letter of credit, banker's acceptance or similar instrument, (H) any costs associated with obtaining, or breakage costs in respect of, or any payment obligation arising under, any Hedging Agreement, (I) any "additional interest" or "liquidated damages" for failure to timely comply with registration rights obligations and (J) any payments with respect to make-whole, prepayment or repayment premiums or other breakage costs of any Indebtedness;

(ii) Taxes paid based on income or capital, and any provision for such Taxes, including federal, state, local, and provincial franchise and similar Taxes and foreign withholding Taxes (including penalties and interest related to any such Tax or arising from any Tax examination with respect to such Taxes);

(iii) depreciation and amortization expense;

(iv) extraordinary Charges;

(v) unusual or non-recurring Charges (as determined in good faith by the Company);

(vi) all noncash Charges, including (A) stock option and other equity-based compensation charges, impairment charges and any write-offs or write-downs of assets and (B) at the Company's option, contractual rent increases that have not then actually been enacted and the excess of GAAP rent expense over actual cash rent expense paid during such period, but excluding (1) any non-cash Charge that results from an accrual of a reserve for cash Charges to be taken in any future period and (2) an amortization of a prepaid cash expense that was paid and not expensed in a prior period;

(vii) transaction fees, costs and expenses (including rating agency fees), or any amortization thereof, incurred in connection with the Transactions;

(viii) any transaction fees, costs or expenses, or any amortization thereof, incurred in connection with any Acquisition or other Investment, any Disposition, any issuance or offering of Capital Stock or any incurrence, prepayment, amendment, modification, restructuring or refinancing of Indebtedness, in each case, whether or not consummated;

(ix) (A) any Charge attributable to the undertaking and/or implementation of any restructuring initiative, including any business optimization initiative, any cost savings initiative and any operating expense reductions, (B) any transition, integration and similar Charges relating to any Acquisition (including the CUSIP Acquisition) or other Investment or any Disposition and (C) any Charges in connection with the consolidation, exit and/or abandonment of facilities, in each case, including retention and severance costs, costs of relocation of employees, systems or software establishment or development costs, rent termination costs and other contract termination costs, including future lease commitments;

(x) any Charge with respect to any Disposition outside the ordinary course of business;

(xi) the amount of any Charge that is reimbursed or reimbursable by any Person (other than the Company and its Subsidiaries) pursuant to indemnification or reimbursement provisions or similar agreements (including expenses covered by indemnification provisions in connection with any Acquisition or other Investment or any Disposition) or any insurance policy, provided that in the case of any such expected reimbursement, (A) the Company in good faith expects that such reimbursement will be received by the Company or its Subsidiaries during the next four Fiscal Quarters and (B) to the extent any such reimbursement amount is not actually received by the Company or its Subsidiaries during such Fiscal Quarters, such reimbursement amount shall be deducted in calculating Consolidated EBITDA for such Fiscal Quarters;

(xii) the amount of any Charge or deduction that is associated with any Subsidiary and attributable to any non-controlling interest and/or minority interest of any third party in such Subsidiary;

(xiii) any Charge attributable to contingent or deferred payments (including earn-outs, non-compete payments, purchase price adjustments and similar obligations) in connection with any Acquisition or other Investment, including any Charge attributable to the remeasurement of the fair value of any liability recorded with respect thereto;

(xiv) any unrealized losses attributable to the application of "mark to market" accounting in respect of Hedging Agreements;

(xv) any net after-tax loss attributable to the early extinguishment of Indebtedness or obligations under Hedging Agreements;

(xvi) any currency translation losses relating to currency hedges or remeasurements of Indebtedness;

(xvii) the effects of any purchase accounting adjustments (including in the inventory, property and equipment, leases, rights fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) relating to the Transactions or any consummated Acquisition or other Investment or the amortization or write-off of any amount thereof; and

(xviii) (A) any Charge attributable to a change in Fiscal Year of the Company, including any consulting costs incurred therewith, and (B) the cumulative effect of changes in, or the adoption or modification of, accounting principles or policies made during such period in conformity with GAAP;

provided that any amounts added back pursuant to clauses (v) and (ix) above shall not exceed, for any Test Period, 10% of Consolidated EBITDA (calculated after giving effect to all such addbacks without giving effect to this proviso) for such Test Period, minus

(b) without duplication and to the extent added in determining such Consolidated Net Income, the sum for such period of:

(i) extraordinary gains;

(ii) unusual or non-recurring gains (as determined in good faith by the Company);

(iii) all noncash gains, excluding (A) any such gain in respect of which Cash was received in a prior period or will be received in a future period (including as a credit against, or other reduction of, a Cash payment that would otherwise be required) and (B) any such gain that represents reversal of Charges that reduced Consolidated Net Income in any prior period;

(iv) any gain with respect to any Disposition outside the ordinary course of business;

(v) any gains attributable to the remeasurement of the fair value of any liability recorded with respect to any contingent or deferred payments (including earn-outs, non-compete payments, purchase price adjustments and similar obligations) in connection with any Acquisition or other Investment;

(vi) any unrealized gains attributable to the application of “mark to market” accounting in respect of Hedging Agreements;

(vii) any net after-tax gain attributable to the early extinguishment of Indebtedness or obligations under Hedging Agreements;

(viii) any currency translation gains relating to currency hedges or remeasurements of Indebtedness;

(ix) the effects of any purchase accounting adjustments (including in the inventory, property and equipment, leases, rights fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) relating to the Transactions or any consummated Acquisition or other Investment; and

(x) the cumulative effect of changes in, or the adoption or modification of, accounting principles or policies made during such period in conformity with GAAP.

"Consolidated Funded Indebtedness" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Company and its Subsidiaries outstanding on such date, determined on a consolidated basis in conformity with GAAP, consisting solely of Indebtedness in the form of (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or similar instruments, (iii) purchase money Indebtedness (other than accrued expenses and trade accounts payable), (iv) obligations as lessee under Capital Leases that have been or should be recorded as liabilities on a consolidated balance sheet of the Company in conformity with GAAP and (v) drawings under letters of credit that have not been reimbursed within five Business Days (excluding all other drawings under letters of credit and any undrawn letters of credit) and (b) Guarantees by the Company or any Subsidiary of obligations of the type set forth in clauses (i) through (v) above of any Person other than the Company or any Subsidiary; provided that "Consolidated Funded Indebtedness" shall be calculated excluding any Indebtedness (and any Guarantees in respect of any Indebtedness) to the extent that, upon or prior to the maturity thereof, cash and/or Cash Equivalents shall have been irrevocably deposited with the proper Person in trust or escrow for the payment, redemption or satisfaction in full of such Indebtedness, and thereafter such cash and Cash Equivalents so deposited are not included in the calculation of Unrestricted Cash or the amount referred to in clause (a)(ii)(y) of the definition of "Leverage Ratio".

"Consolidated Net Income" means, for any period, the net income (or loss) of the Company and its Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP.

"Consolidated Total Assets" means, as of any date, the total assets of the Company and its Subsidiaries as of such date, determined on a consolidated basis in conformity with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Convertible Indebtedness" means Indebtedness convertible at the option of the holder thereof into Capital Stock in the Company, cash or a combination of Capital Stock in the Company and cash (as provided in the documentation governing such Indebtedness).

"Corporate Rating" means, with respect to any of Moody's, S&P or Fitch, the corporate rating (however denominated) by such rating agency of the Company.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Entity" means (a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b), or (c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning set forth in Section 10.20.

"Credit Party" means the Administrative Agent, each Issuing Bank, the Swingline Lender and each other Lender.

"CTA" means the Corporation Tax Act 2009 (UK).

"CUSIP Acquired Business" means the assets and the liabilities that are described in, and are to be acquired or assumed by the Company pursuant to, the CUSIP Acquisition Agreement.

"CUSIP Acquisition" means the acquisition by the Company of the CUSIP Acquired Business pursuant to the CUSIP Acquisition Agreement.

"CUSIP Acquisition Agreement" means that certain Asset Purchase Agreement, dated as of December 24, 2021 (including the exhibits thereto, the schedules referred to therein and all related documents), by and among the Company and the Seller.

"Customary Bridge Loans" means loans with a maturity date of not more than 12 months.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), an interest rate per annum equal to the quotient (rounded upwards, at the Administrative Agent's discretion, to the nearest 1/100 of 1%) resulting from dividing (a) SOFR for the day (such day, adjusted as applicable as set forth herein, the "SOFR Lookback Day") that is two Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day by (b) a number equal to 1.00 minus the SOFR Reserve Percentage. The Daily Simple SOFR for each outstanding Daily Simple SOFR Loan shall be adjusted automatically as of the effective date of any change in the SOFR Reserve Percentage. The Administrative Agent shall give prompt notice to the Company of the Daily Simple SOFR as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error. If by 5:00 p.m., New York City time, on the second Business Day immediately following the SOFR Lookback Day, SOFR in respect of such SOFR Lookback Day has not been published on the NYFRB's Website, then SOFR for such SOFR Lookback Day will be SOFR as published in respect of the first preceding Business Day for which SOFR was published on the NYFRB's Website; provided that SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of the Daily Simple SOFR for no more than three consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR, without notice to any Borrower.

"Daily Simple SOFR Borrowing" means any Borrowing comprised of Daily Simple SOFR Loans.

"Daily Simple SOFR Loan" means any Loan that bears interest at a rate determined by reference to the Adjusted Daily Simple SOFR.

"Daily Simple SONIA" means, for any day (a "SONIA Rate Day"), an interest rate per annum equal to SONIA for the day (such day, adjusted as applicable as set forth herein, the "SONIA Lookback Day") that is two Business Days prior to (a) if such SONIA Rate Day is a Business Day, such SONIA Rate Day or (b) if such SONIA Rate Day is not a Business Day, the Business Day immediately preceding such SONIA Rate Day. The Administrative Agent shall give prompt notice to the Company of the Daily Simple SONIA as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error. If by 5:00 p.m., London time, on the second Business Day immediately following the SONIA Lookback Day, SONIA in respect of such SONIA Lookback Day has not been published on the SONIA Administrator's Website, then SONIA for such SONIA Lookback Day will be SONIA as published in respect of the first preceding Business Day for which SONIA was published on the SONIA Administrator's Website; provided that SONIA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SONIA for no more than three consecutive SONIA Rate Days. Any change in Daily Simple SONIA due to a change in SONIA shall be effective from and including the effective date of such change in SONIA, without notice to any Borrower.

"Default" means any event or condition that constitutes, or upon notice, lapse of time or both would constitute, an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Company, the Administrative Agent, the Swingline Lender or any Issuing Bank in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Company, the Administrative Agent, the Swingline Lender or any Issuing Bank made in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Company or such Credit Party's, as applicable, receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has, or has a Lender Parent that has, become the subject of a Bankruptcy Event or (e) has, or has a Lender Parent that has, become the subject of a Bail-In Action.

"Designated Cash Management Obligations" means the due and punctual payment and performance of all obligations of the Company and the Subsidiaries in respect of any Cash Management Services provided to the Company or any Subsidiary that are (a) owed to the Administrative Agent, any Arranger or an Affiliate of any of the foregoing, or to any Person that, at the time such obligations were incurred, was the Administrative Agent, an Arranger or an Affiliate of any of the foregoing, (b) owed on the Effective Date to a Person that is a Lender or an

Affiliate of a Lender as of the Effective Date or (c) owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred, including obligations with respect to fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including obligations accruing, at the rate specified therein, or incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Designated Hedge Obligations" means the due and punctual payment and performance of all obligations of the Company and the Subsidiaries under each Hedging Agreement that (a) is with a counterparty that is, or was on the Effective Date, the Administrative Agent, an Arranger or an Affiliate of any of the foregoing, whether or not such counterparty shall have been the Administrative Agent, an Arranger or an Affiliate of any of the foregoing at the time such Hedging Agreement was entered into, (b) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (c) is entered into after the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into, including obligations with respect to payments for early termination, fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including obligations accruing, at the rate specified therein, or incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Designated Subsidiary" means each Subsidiary of the Company, other than an Excluded Subsidiary.

"Direction" has the meaning set forth in Section 2.14(i)(i).

"Disposition" means the sale, transfer, lease or other disposition (including exclusive licenses) of any asset or property. "Disposed" has the meaning correlative thereto.

"Domestic Borrowing Subsidiary" means any Borrowing Subsidiary that is a Domestic Subsidiary.

"Domestic Subsidiary" means a Subsidiary of the Company organized under the laws of the United States of America, any State thereof or the District of Columbia.

"DTTP Scheme" has the meaning set forth in Section 2.14(i)(iii)(A).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of any Person described in clause (a) above or (c) any entity established in an EEA Member Country that is a subsidiary of any Person described in clause (a) or (b) above and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02), which date is acknowledged to be March 1, 2022.

"Electronic Signature" means an electronic signature, sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), a Defaulting Lender, the Company, any Subsidiary or any other Affiliate of the Company.

"Employee Related Persons" means, with respect to any Person, any current or former officers, directors, employees, members of management, managers or consultants of such Person, or any Affiliate or Immediate Family Member of any of the foregoing.

"Environmental Laws" means all applicable federal, state, provincial, local, tribal, territorial and foreign laws (including common law), constitutions, statutes, treaties, regulations, rules, ordinances and codes and any consent decrees, settlement agreements, judgments, orders, directives, or legally-enforceable policies or programs issued by or entered into with a Governmental Authority pertaining or relating to (a) pollution or pollution control, (b) protection of human health from exposure to hazardous or toxic substances or wastes, (c) protection of the environment and/or natural resources, (d) employee safety in the workplace, (e) the presence, use, management, generation, manufacture, processing, extraction, treatment, recycling, refining, reclamation, labeling, packaging, sale, transport, storage, collection, distribution or Release or threat of Release of hazardous or toxic substances or wastes, (f) the presence of contamination, (g) the protection of endangered or threatened species or (h) the protection of environmentally sensitive areas.

"Environmental Liability" means any liability (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under

Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice of intent to terminate, or the treatment of a plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA or any Multiemployer Plan is in endangered or critical status within the meaning of Section 432 of the Code or Section 305 of ERISA; (h) the failure to make any "minimum required contribution" (as defined under the Pension Funding Rules) to any Pension Plan, whether or not waived or (i) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

"Erroneous Payment" has the meaning set forth in Article VIII.

"Erroneous Payment Deficiency Assignment" has the meaning set forth in Article VIII.

"Erroneous Payment Impacted Class" has the meaning set forth in Article VIII.

"Erroneous Payment Return Deficiency" has the meaning set forth in Article VIII.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Euro for any Interest Period, the EURIBO Screen Rate at approximately 11:00 a.m., Brussels time, two TARGET Days prior to the commencement of such Interest Period.

"EURIBO Screen Rate" means a rate per annum equal to the euro interbank offered rate administered by the European Money Markets Institute (or any other Person that takes over the administration of such rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on the Reuters screen page that displays such rate (currently EURIBOR01) (or, in the event such rate does not appear on a page of the Reuters 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 shall be selected by the Administrative Agent from time to time in its reasonable discretion).

"EURIBOR Loan" means any Loan that bears interest at a rate determined by reference to the Adjusted EURIBO Rate.

"Euro" or "€" means the single currency unit of the member States of the European Community that adopt or have adopted the Euro as their lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Events of Default" has the meaning set forth in Section 7.01.

"Exchange Act" means the United States Securities Exchange Act of 1934.

"Exchange Rate" means, on any day, for purposes of determining the US Dollar Equivalent of any other currency, the rate at which such other currency may be exchanged into US

Dollars, determined by using the closing rate of exchange as of the Business Day immediately preceding the date of determination, as such closing rate of exchange is displayed on the applicable Reuters World Currency Page. In the event that such rate is not displayed on the applicable Reuters World Currency Page, (a) the Exchange Rate shall be determined by reference to such other publicly available service for providing exchange rates as may be agreed upon by the Administrative Agent and the Company or (b) in the absence of such an agreement, the Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent or one of its Affiliates in the market where its, or its Affiliate's, foreign currency exchange operations in respect of such currency are then being conducted, at or as near as practicable to such time of determination, on such day for the purchase of US Dollars for delivery two Business Days later, provided that if at the time of such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it reasonably deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Subsidiary" means (a) any Subsidiary that is not a Material Subsidiary, (b) any Subsidiary that is not wholly owned by the Company, (c) any Foreign Subsidiary, (d) any Broker Dealer Subsidiary, (e) any Subsidiary (i) that is prohibited or restricted from providing a Guarantee of the Obligations by (A) any law, rule or regulation or (B) any contractual obligation (including in respect of assumed Indebtedness) that, in the case of this clause (B), exists on the Effective Date or at the time such Subsidiary becomes a Subsidiary and was not incurred in contemplation of its acquisition, in each case, for only so long as such prohibition or restriction is effective or (ii) that would require consent, approval, license or authorization of any Governmental Authority to provide a Guarantee of the Obligations, in each case, only for so long as such consent, approval, license or authorization is required and to the extent it has not been obtained (it being understood and agreed that there shall be no obligation to procure any such consent, approval, license or authorization), (f) where the provision of a Guarantee of the Obligations by such Subsidiary would result in material and adverse tax consequences to the Company or its Subsidiaries, as determined by the Company in good faith, (g) (i) any Domestic Subsidiary of a Subsidiary that is a CFC or (ii) any CFC Holding Company, (h) any not-for-profit Subsidiary, (i) any captive insurance company, (j) any subsidiary formed for the purposes of, or that solely engages in, one or more securitizations, receivables facilities, receivables financings or any other receivables arrangements and activities reasonably related thereto or (k) any Subsidiary to the extent that the burden or cost of providing a Guarantee of the Obligations outweighs, or would be excessive in light of, the practical benefit afforded thereby to the Lenders, as reasonably determined by the Company and the Administrative Agent.

"Excluded Swap Obligation" means, with respect to any Subsidiary Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee by such Subsidiary Guarantor of such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule or regulation promulgated thereunder or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement", as defined in the Commodity Exchange Act, for the benefit of such Subsidiary Guarantor and any and all Guarantees of such Subsidiary Guarantor's Swap Obligations by the other Loan Parties) at the time the Guarantee of such Subsidiary Guarantor becomes effective with respect to such Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits

Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that otherwise are Other Connection Taxes, (b) in the case of a Lender, US federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment, other than any Loan or Commitment to a Foreign Borrowing Subsidiary, pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan or Commitment (it being understood that the date on which a Lender acquires an interest in a Loan funded pursuant to a Commitment is the date on which the Lender enters into the applicable Commitment, but the date on which a Lender acquires an interest in a Loan not funded pursuant to a Commitment is the date on which the Lender acquires an interest in the applicable Loan); provided that this clause (i) shall not apply to a Lender that becomes a Lender pursuant to an assignment request by the Company under Section 2.16(b), or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office, (c) in the case of a Lender, solely with respect to a Loan to a UK Borrowing Subsidiary, any United Kingdom withholding Taxes with respect to which additional amounts are not required to be paid under Section 2.14(a) as a result of Section 2.14(i)(i), (d) Taxes attributable to such Recipient's failure to comply with Section 2.14(f), (e) any withholding Taxes imposed under FATCA and (f) any US federal backup withholding Taxes imposed pursuant to Section 3406 of the Code. For purposes of clauses (b)(i) and (c) of this definition, a participation acquired pursuant to Section 2.15(c) shall be treated as having been acquired on the earlier date(s) on which the applicable Lender acquired the applicable interests in the Commitments or Loans to which such participation relates.

"Existing Credit Agreement" means the Credit Agreement dated as of March 29, 2019 (as amended as of September 21, 2020), among the Company, the guarantors party thereto, the lenders party thereto and PNC, as administrative agent.

"Existing Credit Agreement Refinancing" means the payment in full of all principal, interest and fees due or outstanding under the Existing Credit Agreement, the cancellation of all letters of credit issued and outstanding thereunder (other than any such letter of credit designated hereunder as an Existing Letter of Credit or cash collateralized or backstopped in a manner satisfactory to the issuing bank in respect thereof), the termination of all commitments thereunder and discharge or release of all Guarantees thereunder.

"Existing Letter of Credit" means (a) any letter of credit issued under the Existing Credit Agreement and set forth on Schedule 2.19A and (b) any letter of credit that is issued by any Issuing Bank for the account of the Company or any of its Subsidiaries and, subject to compliance with the requirements set forth in Section 2.19 as to the maximum LC Exposure and expiration of Letters of Credit, is designated as an Existing Letter of Credit by written notice thereof by the Company and such Issuing Bank to the Administrative Agent (which notice shall contain a representation and warranty by the Company as of the date thereof that the conditions precedent set forth in Sections 4.02(a) and 4.02(b) shall be satisfied immediately after giving effect to such designation).

"Existing Revolving Borrowings" has the meaning set forth in Section 2.18(e).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not

materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any related fiscal or regulatory legislation, rules or official practices) implementing the foregoing.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding business day by the NYFRB as the federal funds effective rate; provided that if such rate shall be less than zero, the Federal Funds Effective Rate shall be deemed to be zero.

"Fee Letters" means (a) the Amended and Restated Arranger Fee Letter dated January 21, 2022, among the Company, the Arrangers, the Managing Agent, PNC, Bank of American, N.A. and HSBC Bank USA, National Association and (b) the Administrative Agent Fee Letter dated December 24, 2021, between the Company and PNC.

"Financial Covenant" means, at any time, collectively, the covenant contained in Section 6.09(a) and, during any Non-Investment Grade Covenant Period, Section 6.09(b).

"Financing Transactions" means the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and, in the case of any Borrower, the borrowing of Loans and the issuance of Letters of Credit.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of the Company.

"Fitch" means Fitch Ratings, Inc., or any successor to its rating agency business.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the Effective Date, the further modification, amendment or renewal of this Agreement or otherwise) with respect to the Relevant Rate.

"Foreign Borrowing Subsidiary" means any Borrowing Subsidiary that is a Foreign Subsidiary.

"Foreign Lender" means a Lender that is not a US Person.

"Foreign Subsidiary" means a Subsidiary of the Company that is not a Domestic Subsidiary.

"GAAP" means, subject to Section 1.04(a), generally accepted accounting principles in the United States of America, applied in accordance with the consistency requirements thereof.

"Governmental Authority" means (a) any nation or government, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions and

(b) any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit, bank guaranty or a similar instrument issued to support such Indebtedness; provided that the term "Guarantee" shall not include (x) endorsements for collection or deposit in the ordinary course of business or (y) indemnity, reimbursement or similar obligations entered into in connection with any Acquisition, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of the Indebtedness guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii), reasonably and in good faith by the chief financial officer of the Company)).

"Guarantee Agreement" means a Guarantee Agreement, by and among the Company, the Subsidiary Guarantors and the Administrative Agent, substantially in the form of Exhibit E, together with all supplements thereto.

"Guaranteed Borrowing Subsidiary Obligations" has the meaning set forth in Section 9.01.

"Guarantee Requirement" means, at any time, the requirement that the Administrative Agent shall have received from the Company and each Designated Subsidiary either (a) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (b) in the case of any Person that becomes a Designated Subsidiary after the date of the Guarantee Agreement, a supplement to the Guarantee Agreement, in the form specified therein, duly executed and delivered on behalf of such Person, together with certificates, documents and opinions of the type referred to in paragraphs (b) and (c) of Section 4.01 with respect to such Designated Subsidiary.

Notwithstanding the foregoing:

(i) this definition shall not require the provision of a Guarantee by any Subsidiary, or the obtaining of legal opinions or other deliverables, if and for so long as the Administrative Agent determines, in consultation with the Company, that the cost of providing such Guarantee or obtaining such legal opinions or other deliverables shall be excessive in relation to the benefit to be afforded to the Lenders therefrom; and

(ii) the Administrative Agent may grant extensions of time for the provision of a Guarantee by any Subsidiary, or the obtaining of legal opinions or other deliverables

with respect to any Subsidiary, where it determines, in consultation with the Company, that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Guarantee Agreement.

"Hazardous Substances" means (a) any petroleum or petroleum products, by-products or derivatives, radioactive materials, asbestos or asbestos containing materials, per- or polyfluoroalkyl substances, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas and mold, (b) any chemicals, materials, wastes, pollutants or substances listed, classified or defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous substances", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", "pollutants", or words of similar import, under any applicable Environmental Law, and (c) any other chemical, material, waste or substance, the exposure to or Release of which is prohibited, limited or regulated by any Governmental Authority or for which any duty or standard of care is imposed pursuant to any Environmental Law.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction, or any option or similar agreement, involving, or settled by reference to, one or more rates, currencies, commodities, prices of equity or debt securities or instruments, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or any similar transaction or combination of the foregoing transactions; provided that none of the following shall constitute a Hedging Agreement: (a) any phantom stock or similar plan providing for payments only on account of services provided by, or any stock option or stock compensation plan providing for grants to, current or former directors, officers, employees or consultants of the Company or the Subsidiaries; (b) any issuance by the Company of Convertible Indebtedness or warrants or options entitling third parties to purchase the Company's common stock (or, at the Company's option, to receive cash in lieu thereof); (c) any purchase of Capital Stock or Indebtedness (including Convertible Indebtedness) of the Company pursuant to delayed delivery contracts; or (d) any of the foregoing to the extent it constitutes a derivative embedded in a convertible security issued by the Company.

"Immediate Family Member" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including any adoptive relationship), any trust, partnership or other bona fide estate planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor or administrator acting on its behalf), heirs or legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"Incremental Facility Agreement" means an Incremental Facility Agreement, in form and substance reasonably satisfactory to the Company and the Administrative Agent, among the Company, the Administrative Agent and one or more Incremental Revolving Lenders, establishing Incremental Revolving Commitments and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.18.

"Incremental Revolving Commitment" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Facility Agreement and Section 2.18, to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder.

"Incremental Revolving Lender" means a Lender with an Incremental Revolving Commitment.

"Indebtedness" of any Person means, without duplication:

(a) all indebtedness for borrowed money of such Person;

(b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments (it being understood that obligations in respect of surety bonds, performance bonds or similar instruments are not covered by this clause (b));

(c) obligations of such Person as lessee under Capital Leases that have been or should be recorded as liabilities on a balance sheet of such Person in conformity with GAAP;

(d) all obligations of such Person to pay the deferred purchase price of property or services (excluding (i) accrued expenses or trade accounts payable, (ii) deferred compensation payable to Employee Related Persons of the Company or any Subsidiary and (iii) earn-out or other contingent payment obligations arising in connection with any Acquisition or other Investment;

(e) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances, bank guaranties and similar obligations issued for the account of such Person;

(f) all obligations of a type set forth in clause (a), (b), (c), (d) or (e) of this definition secured by a Lien on the property of such Person, whether or not such obligations shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such obligations, the amount of Indebtedness under this clause (f) shall be the lesser of (i) the principal amount of such obligations and (ii) the fair market value of such property securing such obligations at the time of determination; and

(g) any Guarantee by such Person of the Indebtedness of another.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership of which such Person is a general partner to the extent such Person would be liable therefor under applicable law or any agreement or instrument by virtue of such Person's ownership interest in such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes; provided, however, that VAT shall not be an Indemnified Tax but shall instead be governed by the provisions of Section 2.14(i).

"Indemnitee" has the meaning set forth in Section 10.03(b).

"Indenture" means the Indenture dated as of March 1, 2022, by and between the Company and U.S. Bank Trust Company, National Association, as trustee, as supplemented by the

Supplemental Indenture dated as of March 1, 2022, by and between the Company and U.S. Bank Trust Company, National Association, as trustee.

"Interest Charges" has the meaning set forth in Section 10.13.

"Interest Coverage Ratio" means, for any Test Period, the ratio of (a) Consolidated EBITDA for such Test Period to (b) Ratio Interest Expense for such Test Period.

"Interest Election Request" means a request by or on behalf of a Borrower to convert or continue a Borrowing in accordance with Section 2.05, which shall be in the form of Exhibit F or any other form approved by the Administrative Agent.

"Interest Payment Date" means (a) with respect to any ABR Loan (including any Swingline Loan), the first Business Day following the last day of each March, June, September and December, (b) with respect to any RFR Loan, the first day of each calendar month and (c) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part (and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, such day or days prior to the last day of such Interest Period as shall occur at intervals of three months' duration after the first day of such Interest Period).

"Interest Period" means (a) with respect to any Term Benchmark Borrowing denominated in US Dollars, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one month thereafter (or, if consented to by each Lender participating in such Borrowing, any other period (it being understood that the Lenders have consented to an Interest Period ending March 31, 2022 with respect to Borrowings made on the Effective Date, which period shall be treated, solely for purposes of determining Adjusted Term SOFR, as an Interest Period of one month commencing on the Effective Date)) and (b) with respect to any Term Benchmark Borrowing denominated in Euro, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter (or, if consented to by each Revolving Lender participating in such Borrowing, any other period), as the applicable Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" means (a) any acquisition by the Company or any of its Subsidiaries of Capital Stock in any other Person, (b) any acquisition by the Company or any of its Subsidiaries of all or substantially all of the assets of any other Person, or of all or substantially all of the assets of a business unit, division, product line or line of business of any other Person (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) and (c) any loan, advance or capital contribution to, or Guarantee of any Indebtedness of, or acquisition of any Indebtedness of, any other Person by the Company or any of its Subsidiaries. The amount of any Investment shall be the original cost of such Investment, plus the original cost of any addition thereto that otherwise constitutes an Investment, without any

adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal or payment of interest in the case of any Investment in the form of a loan, advance or acquisition of Indebtedness and any return of or on capital in the case of any other Investment (whether as a distribution, dividend, redemption or sale, but not in excess of the amount of the relevant initial Investment); provided further that the amount of any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term "Guarantee".

"Investment Grade" means (a) with respect to Moody's, a rating of Baa3 or higher, (b) with respect to S&P, a rating of BBB- or higher and (c) with respect to Fitch, a rating of BBB- or higher.

"Investment Grade Event" shall be deemed to have occurred if (a) the Company shall have obtained Ratings from at least two of Moody's, S&P and Fitch and (b) at least two such Ratings are Investment Grade.

"Investment Grade Covenant Period" means any period that (a) commences on the Effective Date and (b) ends on any date on which a Reinstatement Event shall have occurred.

"IRS" means the Internal Revenue Service and any Person succeeding to the functions thereof.

"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).

"Issuing Bank" means (a) PNC, (b) Bank of America, N.A. and (c) each Lender that shall have become an Issuing Bank hereunder as provided in Section 2.19(i) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.19(j)), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate (it being agreed that such Issuing Bank shall, or shall cause such Affiliate to, comply with the requirements of Section 2.19 with respect to such Letters of Credit).

"ITA" means the Income Tax Act 2007 (UK).

"Judgment Currency" has the meaning set forth in Section 10.18(b).

"LC Commitment" means, with respect to any Issuing Bank, the maximum permitted amount of the LC Exposure that may be attributable to Letters of Credit issued by such Issuing Bank. The amount of each Issuing Bank's LC Commitment is set forth on Schedule 2.19B or, in the case of any Issuing Bank that becomes an Issuing Bank hereunder pursuant to Section 2.19(i), in a written agreement referred to in such Section or, in each case, is such other maximum permitted amount with respect to any Issuing Bank as may have been agreed in writing (and notified in writing to the Administrative Agent) by such Issuing Bank and the Company.

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate amount of all Letters of Credit that remains available for drawing at such time and (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time, adjusted to give effect to any reallocation under Section 2.17(c) of the LC Exposure of Defaulting Lenders in effect at such time.

"Lender Parent" means, with respect to any Lender, any Person in respect of which such Lender is a subsidiary.

"Lenders" means the Persons listed on Schedule 2.01, any Incremental Revolving Lender that shall have become a party hereto pursuant to an Incremental Facility Agreement and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means each Existing Letter of Credit and any letter of credit issued pursuant to this Agreement.

"Leverage Ratio" means, as of any date, the ratio of (a) (i) Consolidated Funded Indebtedness as of such date less (ii) (x) Unrestricted Cash as of such date (in an amount not to exceed US$350,000,000) plus (y) without duplication of clause (x), at any time after the definitive agreement for any Acquisition shall have been executed and unless and until such Acquisition shall have been consummated, cash and Cash Equivalents of the Company and its Subsidiaries (including cash and Cash Equivalents subject to escrow arrangements) constituting proceeds of Acquisition Indebtedness, in each case, as of such date to (b) Consolidated EBITDA for the Test Period then most recently ended.

"Lien" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Loan Document Obligations" means (a) the due and punctual payment by each Borrower of the principal of and interest (including interest accruing, at the rate specified herein, during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on all Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) the due and punctual payment by each Borrower of each payment required to be made by such Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of LC Disbursements, interest thereon (including interest accruing, at the rate specified herein, during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral and (c) the due and punctual payment or performance by each Borrower and each Subsidiary Guarantor of all other monetary obligations under this Agreement or any other Loan Document, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations accruing, at the rate specified herein or therein, or incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Loan Documents" means this Agreement, the Guarantee Agreement, each Borrowing Subsidiary Accession Agreement, each Borrowing Subsidiary Termination, any agreement designating an additional Issuing Bank as contemplated by Section 2.19(i), each Incremental Facility Agreement and, except for purposes of Section 10.02, any promissory notes delivered pursuant to Section 2.07(e) and each written agreement (if any) between the Company and any Issuing Bank regarding such Issuing Bank's LC Commitment.

"Loan Parties" means the Company, the Borrowing Subsidiaries and the Subsidiary Guarantors.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Majority in Interest", when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Lenders, (i) if at such time there are only two Revolving Lenders, each of the Revolving Lenders and (ii) otherwise, Revolving Lenders (which shall be at least two Revolving Lenders) having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the aggregate Revolving Exposures and the aggregate amount of the unused Revolving Commitments at such time and (b) in the case of the Term Lenders, (i) if at such time there are only two Term Lenders, each of the Term Lenders and (ii) otherwise, Term Lenders (which shall be at least two Term Lenders) having Term Loans representing more than 50% of the aggregate outstanding principal amount of all the Term Loans at such time.

"Managing Agent" means HSBC Securities (USA) Inc., in its capacity as the managing agent for the Revolving Facility and the Term Facility.

"Material Adverse Effect" means a material adverse effect on (a) the financial condition, operations, assets or business of the Company and its Subsidiaries, taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform any of the payment Obligations under any Loan Document or (c) the rights and remedies, taken as a whole, of the Administrative Agent and the Lenders under the Loan Documents.

"Material Indebtedness" means Indebtedness (other than under the Loan Documents and Indebtedness between or among the Company and its Subsidiaries), or obligations under Hedging Agreements, of any one or more of the Company and the Subsidiaries in an aggregate outstanding principal amount of US$50,000,000 or more. For purposes of determining Material Indebtedness, the "principal amount" of obligations of the Company or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Material Subsidiary" means each Subsidiary of the Company (a) the consolidated total assets (determined eliminating all intercompany items) of which equal 5.0% or more of the consolidated total assets of the Company or (b) the consolidated revenues (determined eliminating all intercompany items) of which equal 5.0% or more of the consolidated revenues of the Company, in each case as of the end of or for the most recently ended Test Period; provided that if at the end of or for any Test Period the combined consolidated total assets or combined consolidated revenues (in each case, determines eliminating all intercompany items) of all Subsidiaries that under clauses (a) and (b) above would not constitute Material Subsidiaries shall have exceeded 10.0% of the consolidated total assets of the Company or 10.0% of the consolidated revenues of the Company,

then, unless the Company otherwise designates Subsidiaries in writing, one or more of such excluded Subsidiaries shall for all purposes of this Agreement be deemed to be Material Subsidiaries in descending order based on the amounts of their consolidated total assets or consolidated revenues, as the case may be, until such excess shall have been eliminated.

"Maturity Date" means the Term Maturity Date or the Revolving Maturity Date, as applicable.

"Maximum Rate" has the meaning set forth in Section 10.13.

"MNPI" means material information concerning the Company or any Subsidiary, or any of their securities, that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act and the Exchange Act. For purposes of this definition, "material information" means information concerning the Company or any Subsidiary, or any of their securities, that could reasonably be expected to be material for purposes of the United States federal and state securities laws.

"Moody's" means Moody's Investors Service, Inc., or any successor to the rating agency business thereof.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Non-Defaulting Revolving Lender" means, at any time, any Revolving Lender that is not a Defaulting Lender at such time.

"Non-Investment Grade Covenant Period" means any period that (a) commences on the date on which the most recent Reinstatement Event shall have occurred and (b) ends on any subsequent date on which an Investment Grade Event shall have occurred.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Objecting Lender" has the meaning set forth in Section 2.21(a).

"Obligations" means (a) the Loan Document Obligations, (b) the Designated Cash Management Obligations and (c) the Designated Hedge Obligations, excluding, with respect to any Subsidiary Guarantor, Excluded Swap Obligations with respect to such Subsidiary Guarantor.

"Obligor" has the meaning set forth in Section 9.01.

"OFAC" means the United States Treasury Department Office of Foreign Assets Control.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become

a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.16).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in US Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding business day by the NYFRB as an overnight bank funding rate; provided that if the Overnight Bank Funding Rate shall be less than zero, such rate shall be deemed to be zero.

"Parent Guarantee" means the Guarantee and other obligations of the Company set forth in Article IX.

"Participant Register" has the meaning set forth in Section 10.04(c)(ii).

"Participants" has the meaning set forth in Section 10.04(c)(i).

"Payment Recipient" has the meaning set forth in Article VIII.

"PBGC" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

"Pension Funding Rules" means the minimum funding standards under Section 412 or Section 430 of the Code.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) (excluding any Multiemployer Plan) that is (a) maintained or is contributed to by the Company or any ERISA Affiliate and (b) covered by Title IV of ERISA or is subject to the Pension Funding Rules.

"Permitted Acquisition" means any Acquisition, provided that (a) after giving effect to such Acquisition and all related transactions on a Pro Forma Basis, the Company shall be in compliance with the Financial Covenant as of the last day of the most recently ended Test Period and (b) at the time of and immediately after giving effect to such Acquisition, no Event of Default under Section 7.01(a) or 7.01(h) shall have occurred and be continuing or would result therefrom.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are immaterial, are not overdue by more than 60 days or are being contested in compliance with Section 5.07;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords' and other Liens imposed by law (other than any Lien imposed pursuant to

Section 430(k) of the Code or Section 303(k) or 4068 of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in good faith by appropriate proceedings;

(c) Liens incurred (i) in compliance with workers' compensation, unemployment insurance and other social security laws, Environmental Laws or similar legislation, (ii) to secure liabilities to insurance carriers under insurance or self-insurance arrangements in respect of obligations of the type set forth in clause (i) above or (iii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Company or any Subsidiary supporting obligations of the type set forth in clause (i) above;

(d) Liens incurred (i) to secure the performance of bids, tenders, leases, statutory obligations, surety, stay, customs and appeal bonds and performance bonds, government contracts, trade contracts (other than for Indebtedness) and other obligations of a like nature, in each case in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Company or any Subsidiary supporting obligations of the type set forth in clause (i) above;

(e) Liens incurred (i) to secure any liability for reimbursement, premium or indemnification obligations of insurance brokers or carriers providing property, casualty, liability or other insurance to the Company and its Subsidiaries or (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Company or any Subsidiary supporting obligations of the type set forth in clause (i) above;

(f) Liens consisting of (i) any interest or title of a lessor, sub-lessor, licensor or sub-licensor under any lease, license or similar arrangement permitted hereunder, (ii) any landlord lien permitted by the terms of any lease, or assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease, (iii) any restriction or encumbrance to which the interest or title of such lessor, sub-lessor, licensor or sub-licensor may be subject, (iv) any subordination of the interest of the lessee, sub-lessee, licensee or sub-licensee under such lease, license or similar arrangement to any restriction or encumbrance referred to in the preceding clause (iii) or (v) ground leases or subleases in respect of real property on which facilities owned or leased by the Company and/or any of its Subsidiaries are located;

(g) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business and which do not secure any Indebtedness;

(h) Liens consisting of easements, rights-of-way, covenants, licenses, agreements, declarations, restrictions, defects, encroachments, and other similar rights, and any minor defects or irregularities in title, and leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, access agreements and any other similar agreements, whether or not of record, affecting any real property, which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries, taken as a whole;

(i) Liens in connection with any zoning, building or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any or dimensions of real property or the structure thereon, including Liens in connection with any condemnation, taking or similar event proceedings;

(j) the rights, if any, of any Governmental Authority or public utility company to construct and/or maintain lines, pipes, wires, cables, poles, conduits and distribution boxes and equipment in, over, under, and/or upon any portion of any real property;

(k) (i) Liens securing judgments, awards, attachments and/or decrees and notices of *lis pendens* and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 7.01(e) and (ii) any pledge and/or deposit securing any settlement of litigation;

(l) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with securities intermediaries; provided that such deposit accounts or funds and securities accounts and other financial assets are not established or deposited for the purpose of providing collateral for any Indebtedness;

(m) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law or pursuant to terms and conditions generally imposed by such banking institution on its customers encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(n) Liens arising from precautionary UCC financing statements or similar filings relating to (i) operating leases or consignment or bailee arrangements entered into in the ordinary course of business or (ii) any sale of accounts receivable for which a UCC financing statement or similar filing under applicable law is required;

(o) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any asset in the ordinary course of business or (ii) by operation of law under Article 2 of the UCC (or similar law under any jurisdiction);

(p) Liens consisting of the prior rights of consignees and their creditors under consignment arrangements entered into in the ordinary course of business;

(q) Liens that are contractual rights of set-off or netting arrangements;

(r) (i) Liens (other than Liens securing any Indebtedness) that are customary in the operation of the business of the Company and/or its Subsidiaries or (ii) Liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Company and/or its Subsidiaries;

(s) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation and exportation of goods;

(t) Liens on specific items of inventory or other goods and the proceeds thereof securing obligations of the Company or any Subsidiary in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(u) security given to a public utility or to any municipality or other Governmental Authority when required by such public utility, municipality or other Government

Authority in connection with the operations of the Company and the Subsidiaries in the ordinary course of business;

(v) Liens in favor of any Governmental Authority to secure partial, progress, advance or other payments;

(w) Liens arising out of receipt of customer deposits or advance payments from customers, or deposits required by suppliers, in each case in the ordinary course of business;

(x) restrictions on transfers of securities imposed by applicable securities laws; and

(y) Liens on securities that are the subject of repurchase agreements constituting Investments permitted hereunder arising out of such repurchase transaction, so long as such Liens do not attach to assets other than such securities.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Company or any ERISA Affiliate or any such plan to which the Company or any ERISA Affiliate is required to contribute on behalf of any of its employees.

"Platform" has the meaning set forth in Section 10.01(d).

"PNC" means PNC Bank, National Association.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Private Side Lender Representatives" means, with respect to any Lender, representatives of such Lender that are not Public Side Lender Representatives.

"Pro Forma Basis" or "pro forma effect" means, with respect to any determination of the Leverage Ratio, Interest Coverage Ratio, Consolidated EBITDA, Consolidated Total Assets or any other financial metric (including component definitions thereof) in connection with any Subject Transaction, that such Subject Transaction and each other Subject Transaction required to be given pro forma effect pursuant to Section 1.04(b) shall be deemed to have occurred as of the first day of the applicable Test Period (or, in the case of Consolidated Total Assets, as of the last day of such Test Period) and that:

(a) (i) in the case of (A) any Disposition of all or substantially all of the Capital Stock in any Subsidiary or a business unit, division, product line or line of business of the Company or any Subsidiary, income statement items (whether positive or negative)

attributable to the property or Person subject to such Subject Transaction shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any Acquisition, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided, that any pro forma adjustment described in this clause (a) may be applied to any such test or covenant based on Consolidated EBITDA solely to the extent that such adjustment is consistent with the definition of "Consolidated EBITDA";

(b) any repayment, retirement, redemption, satisfaction and discharge or defeasance of Indebtedness shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; and

(c) any Indebtedness incurred or assumed by the Company or any of its Subsidiaries in connection therewith shall be deemed to have been incurred or assumed as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that (i) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (ii) interest on any obligation with respect to any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by the Company to be the rate of interest implicit in such obligation in conformity with GAAP and (iii) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, a "SOFR" rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Company.

All calculations hereunder on a Pro Forma Basis or after giving pro forma effect shall be as reasonably determined by the Company.

"PTE" means a prohibited transaction class exemption issued by the US Department of Labor, as any such exemption may be amended from time to time.

"Public Side Lender Representatives" means, with respect to any Lender, representatives of such Lender that do not wish to receive MNPI.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning set forth in Section 10.20.

"Qualified Material Acquisition" means any Acquisition in which the aggregate consideration payable by the Company and its Subsidiaries (including refinancing of any Indebtedness of such acquired Person or assumption by the Company or its Subsidiaries of existing Indebtedness of such acquired Person (or such unit, division, product line or line of business)) has a value of US$200,000,000 or more.

"Qualifying Lender" means (a) a Lender that is beneficially entitled to interest payable to such Lender in respect of an advance under a Loan Document and is (i) a Lender which is (A) a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Loan Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of such advance or would be within such charge as respects such payment apart from section 18A of the CTA or (B) in respect of an advance made under a Loan Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that such advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance, (ii) a Lender that is (A) a company resident in the United Kingdom for United Kingdom tax purposes, (B) a partnership, each member of which is (1) a company so resident in the United Kingdom or (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA or (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company, or (iii) a Treaty Lender, or (b) a Lender that is a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Loan Document.

"Rating" means, with respect to any of Moody's, S&P or Fitch, its Corporate Rating or its Senior Unsecured Rating.

"Ratio Interest Expense" means, for any period, (a) the consolidated cash interest expense of the Company and its Subsidiaries for such period (including all imputed interest on Capital Leases), determined on a consolidated basis in conformity with GAAP, but excluding therefrom (without duplication) (i) amortization, accretion or accrual of original issue discount, discounted liabilities, deferred financing fees and debt issuance costs and commissions, (ii) any fees and expenses relating to Indebtedness, (iii) any costs associated with surety, performance or similar bonds or instruments, (iv) any costs associated with obtaining, or breakage costs in respect of, or any payment obligation arising under, any Hedging Agreement and any non-cash interest expense attributable to any movement in the mark to market valuation of any obligation under any Hedging Agreement, (v) any fees or charges owed with respect to any letter of credit and/or bankers' acceptance, (vi) any penalty and/or interest relating to Taxes, (vii) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization or purchase accounting, (viii) any "additional interest" or "liquidated damages" for failure to timely comply with registration rights obligations, (ix) any payments with respect to make-whole, prepayment or repayment premiums or other breakage costs of any Indebtedness and (x) any non-cash interest expense, minus (b) interest income of the Company and its Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP. For purposes of this definition, interest in respect of any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by the Company to be the rate of interest implicit in such Capital Lease in conformity with GAAP.

"Recipient" means the Administrative Agent, the Swingline Lender, any other Lender, any Issuing Bank or any combination thereof (as the context requires).

"Refinance" has the meaning set forth in the definition of "Refinancing Indebtedness". "Refinanced" shall have a correlative meaning

"Refinancing Indebtedness" means, with respect to any Indebtedness (the "Original Indebtedness"), any other Indebtedness that extends, renews, refinances or replaces (collectively, a "Refinancing") such Original Indebtedness (or any prior Refinancing Indebtedness in respect thereof); provided that (a) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Original Indebtedness except by an amount equal to the sum of (i) unpaid accrued interest, dividend and premium (including tender premiums) thereon plus defeasance costs, underwriting discounts, other amounts paid, and fees, commissions and expenses (including upfront fees or similar fees, original issue discount or initial yield payments) incurred, in connection with such Refinancing, (ii) any existing revolving commitments unutilized thereunder to the extent that the portion of any existing and unutilized revolving commitment being refinanced was permitted to be drawn under Section 6.01 immediately prior to such refinancing (other than by reference to a Refinancing) and such drawing shall be deemed to have been made and (iii) an additional amount to the extent such excess amount is otherwise permitted to be incurred under Section 6.01(a) or 6.01(b), as applicable, (b) if the Original Indebtedness being Refinanced is Indebtedness permitted by Section 6.01(b)(i), 6.01(b)(ii), 6.01(b)(vii) or 6.01(b)(viii), such Refinancing Indebtedness (i) other than in the case of Customary Bridge Loans, shall have a stated final maturity date not earlier than the earlier of (I) the stated final maturity date of the Original Indebtedness and (II) the latest Maturity Date in effect on the date of such Refinancing, (ii) shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except for amortization terms and upon the occurrence of an event of default, a change in control (or similar event, however denominated), an asset sale or a casualty or condemnation event or, in the case of any term loans, excess cash flow sweeps) or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of the Original Indebtedness) prior to the earlier of (A) the stated final maturity date of the Original Indebtedness and (B) the latest Maturity Date in effect on the date of such Refinancing and (iii) other than in the case of Customary Bridge Loans, the Weighted Average Life to Maturity of such Refinancing Indebtedness shall be no shorter than the Weighted Average Life to Maturity of the Original Indebtedness remaining as of the date of such Refinancing and otherwise on current market terms at the time of such Refinancing, (c) if the Original Indebtedness is subordinated in right of payment to the Obligations, such Refinancing Indebtedness shall be subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Original Indebtedness, (d) if the Original Indebtedness being Refinanced is Indebtedness permitted by Section 6.01(b)(i), 6.01(b)(ii), 6.01(b)(iii) or 6.01(b)(v), the direct and contingent obligors with respect to the Original Indebtedness are not changed (except that the Company or any Subsidiary Guarantor may be added as an additional direct or contingent obligor in respect of such Refinancing Indebtedness), (e) to the extent the Original Indebtedness is unsecured, such Refinancing Indebtedness shall be unsecured except to the extent otherwise permitted pursuant to Section 6.02 and (f) if the Original Indebtedness being Refinanced is Indebtedness permitted by Section 6.01(b)(i), 6.01(b)(ii), 6.01(b)(vii) or 6.01(b)(viii), except with respect to pricing, fees, premiums, rate floors and other components of yield (and any "MFN" terms), final maturity or commitment termination, amortization, escrow provisions, prepayments and redemptions (including restrictions on prepayments and redemptions) and except for any terms that are only applicable to periods after the latest Maturity Date in effect at the time of such Refinancing, the terms and conditions of such Refinancing Indebtedness (i) are not materially more restrictive on the Company and its Subsidiaries (when taken as a whole and as determined by the Company in good faith) than those applicable to the Original Indebtedness (when taken as a whole) or (ii) are consistent with market terms and conditions (when taken as a whole) at the time of such Refinancing (as determined by the Company in good faith).

"Register" has the meaning set forth in Section 10.04(b)(iv).

"Regulation D" means Regulation D of the Board of Governors.

"Regulation U" means Regulation U of the Board of Governors.

"Regulation X" means Regulation X of the Board of Governors.

"Reinstatement Event" shall be deemed to have occurred if (a) the Company shall not have Ratings from at least two of Moody's, S&P and Fitch or (b) fewer than two of such Ratings shall be Investment Grade.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and of such Person's Affiliates.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into or through the indoor or outdoor environment.

"Relevant Governmental Body" means (a) with respect to a Benchmark Replacement in respect of Loans denominated in US Dollars, the Board of Governors or the NYFRB, as applicable, or a committee officially endorsed or convened by the Board of Governors and/or the NYFRB or, in each case, any successor thereto, (b) with respect to a Benchmark Replacement in respect of Loans denominated in Euro, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto and (c) with respect to a Benchmark Replacement in respect of Loans denominated in Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto.

"Relevant Rate" means (a) with respect to any Term Benchmark Borrowing denominated in US Dollars, the Adjusted Term SOFR, (b) with respect to any Term Benchmark Borrowing denominated in Euro, the Adjusted EURIBO Rate, (c) with respect to any RFR Borrowing denominated in US Dollars, the Adjusted Daily Simple SOFR and (d) with respect to any RFR Borrowing denominated in Sterling, the Adjusted Daily Simple SONIA.

"Relevant Screen Rate" means (a) with respect to any Term Benchmark Borrowing denominated in US Dollars, the Term SOFR Reference Rate and (b) with respect to any Term Benchmark Borrowing denominated in Euro, the EURIBO Screen Rate, as applicable.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the 30 day notice period has been waived.

"Required Debt Parameters" means, in respect of any Indebtedness, that (a) other than in the case of Customary Bridge Loans, such Indebtedness shall have a stated final maturity date not earlier than the latest Maturity Date in effect at the time of incurrence of such Indebtedness, (b) such Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except for amortization terms and upon the occurrence of an event of

default, a change in control (or similar event, however denominated), an asset sale or a casualty or condemnation event or, in the case of any term loans, excess cash flow sweeps, in each case on market terms at the time of incurrence of such Indebtedness (as determined by the Company in good faith)) prior to the latest Maturity Date in effect at the time of incurrence of such Indebtedness, (c) other than in the case of Customary Bridge Loans and except if no Term Loans shall then be outstanding, the Weighted Average Life to Maturity of such Indebtedness shall be no shorter than then remaining Weighted Average Life to Maturity of the Term Loans outstanding (determined after giving effect to any repayment or prepayment of Term Loans on such date) at the time of incurrence of such Indebtedness and (d) except with respect to pricing, fees, premiums, rate floors and other components of yield (and any "MFN" terms), final maturity or commitment termination, amortization, escrow provisions, prepayments and redemptions (including restrictions on prepayments and redemptions) and except for any terms that are only applicable to periods after the latest Maturity Date in effect at the time of incurrence of such Indebtedness, the terms and conditions of any such Indebtedness (i) are not materially more restrictive on the Company and its Subsidiaries (when taken as a whole and as determined by the Company in good faith) than those under the Loan Documents (when taken as a whole) or (ii) are consistent with market terms and conditions (when taken as a whole) at the time of the incurrence of such Indebtedness (as determined by the Company in good faith).

"Required Lenders" means, at any time, (a) if at such time there are only two Lenders, each of the Lenders and (b) otherwise, the Lenders (which shall be at least two Lenders) having Revolving Exposures, unused Revolving Commitments and Term Loans representing more than 50% of the sum of the Aggregate Revolving Exposure, the aggregate amount of the unused Revolving Commitments and the aggregate outstanding principal amount of all the Term Loans at such time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, with respect to any Person, the chief executive officer, the president, the chief financial officer, the treasurer, the assistant treasurer or the controller of such Person (or, in the case of any Person that is a limited liability company, of the applicable member of such Person, and any manager of such Person) and, solely as to any certificates or similar documents delivered hereunder, any secretary or assistant secretary of such Person and, solely for purposes of notices given pursuant to Article II, any other officer or employee of such Person so designated by any of the foregoing in a notice to the Administrative Agent. Any document delivered under any Loan Document that is signed by a Responsible Officer of any Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock in the Company, or any payment or distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, exchange, conversion, cancelation or termination of, or any other return of capital with respect to, any Capital Stock in the Company.

"Resulting Revolving Borrowings" has the meaning set forth in Section 2.18(e).

"Revolving Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of the Revolving Commitments.

"Revolving Borrowing" means any Borrowing comprised of Revolving Loans.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06, (b) increased from time to time pursuant to Section 2.18 or (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or the Incremental Facility Agreement pursuant to which such Lender shall have assumed or provided its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is US$500,000,000.

"Revolving Commitment Fee" has the meaning set forth in Section 2.09(a).

"Revolving Exposure" means, with respect to any Lender at any time, the sum of (a) the sum of the US Dollar Equivalents of the principal amounts of such Lender's Revolving Loans outstanding at such time, (b) such Lender's LC Exposure at such time and (c) such Lender's Swingline Exposure at such time.

"Revolving Facility" means the revolving credit facility provided for herein, including the Revolving Commitments, the Revolving Loans and participations in Letters of Credit and Swingline Loans.

"Revolving Lender" means a Lender with a Revolving Commitment or Revolving Exposure.

"Revolving Loan" means a Loan made pursuant to clause (b) of Section 2.01.

"Revolving Maturity Date" means the fifth anniversary of the Effective Date.

"RFR" means, for any Loan, interest or other amount denominated in, or calculated with respect to, (a) Sterling, SONIA and (b) US Dollars, Daily Simple SOFR.

"RFR Borrowing" means any Borrowing comprised of RFR Loans.

"RFR Business Day" means, for any Loan, interest or other amount denominated in, or calculated with respect to, (a) US Dollars, a US Government Securities Business Day and (b) Sterling, a day on which banks are open for general business in London.

"RFR Loan" means a Loan that bears interest at a rate determined by reference to (a) in the case of Loans denominated in US Dollars, the Adjusted Daily Simple SOFR and (b) in the case of Loans denominated in Sterling, the Adjusted Daily Simple SONIA.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., or any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned by the Company or any Subsidiary whereby the Company or such Subsidiary sells or transfers such property to any Person (other than the Company or any Subsidiary) and the Company or any Subsidiary subsequently leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

"Sanctioned Country" means, at any time, a country, region or territory that itself is the subject of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the US Department of State or by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom, (b) any Person organized or resident in a Sanctioned Country or (c) any Person 50% or more owned or controlled by any Person or Persons described in the preceding clauses (a) and (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the US government, including those administered by OFAC or the US Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the United States Securities Act of 1933.

"Seller" means S&P Global Inc., a New York corporation.

"Senior Notes" means, collectively, (a) the 2.900% senior notes due 2027 and (b) the 3.450% senior notes due 2032, in each case, issued by the Company on March 1, 2022 pursuant to the Indenture.

"Senior Unsecured Rating" means, with respect to any of Moody's, S&P or Fitch, a rating by such rating agency of the senior unsecured non-credit enhanced long-term indebtedness of the Company.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Reserve Percentage" means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors (or any successor thereto) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

"SONIA" means a rate per annum equal to the Sterling Overnight Index Average as administered by the SONIA Administrator.

"SONIA Administrator" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"SONIA Administrator's Website" means the Bank of England's website, currently at http://www.bankofengland.co.uk, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"SONIA Loan" means any Loan that bears interest at a rate determined by reference to the Adjusted Daily Simple SONIA.

"Specified CUSIP Acquisition Agreement Representations" means such of the representations made by the Seller in the CUSIP Acquisition Agreement as are material to the interests of the Lenders in their capacity as such, but only to the extent that the Company has the right (giving effect to any applicable notice or cure period) to terminate its obligations under the CUSIP Acquisition Agreement in accordance with the CUSIP Acquisition Agreement or to decline to consummate the CUSIP Acquisition, in each case, as a result of a breach of such representations in the CUSIP Acquisition Agreement.

"Specified Permitted Indebtedness" means, to the extent constituting Indebtedness:

(a) obligations (i) arising from any indemnification, adjustment of purchase price, earn-out or similar obligations incurred in connection with any Acquisition, Investment or Disposition and (ii) in respect of letters of credit, banker's acceptances or similar instruments to support any of the foregoing obligations;

(b) obligations (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal and performance bonds or other similar obligations incurred in the ordinary course of business and (ii) in respect of letters of credit, banker's acceptances or similar instruments to support any of the foregoing obligations;

(c) obligations (i) in respect of workers compensation, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or (ii) in respect of letters of credit, banker's acceptances or similar instruments to support any of the foregoing obligations;

(d) obligations (i) in respect of any Cash Management Services and (ii) in respect of incentive, supplier finance or similar programs in the ordinary course of business;

(e) (i) Guarantees of the obligations of suppliers, customers, licensees or sublicensees in the ordinary course of business, (ii) obligations to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services incurred in the ordinary course of business and (iii) obligations in respect of letters of credit, banker's acceptances, surety bonds, performance bonds or similar instruments entered into in the ordinary course of business;

(f) obligations owing under incentive, supply, license, sublicense or similar agreements entered into in the ordinary course of business;

(g) Indebtedness consisting of the financing of insurance premiums;

(h) (i) deferred compensation to any Employee Related Person of the Company or any Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with any Acquisition or any other Investment permitted hereunder; and

(i) customer deposits and advance payments received from customers for goods and services in the ordinary course of business.

"Specified Representations" means the representations and warranties set forth in Section 3.01(a), the first sentence of Section 3.02, clause (b)(ii) of the second sentence of Section 3.02, 3.03, 3.13, 3.14, 3.15 and 3.17 (solely as to (i) the USA Patriot Act and (ii) the last sentence thereof (solely as the last sentence refers to Section 5.08(b))).

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors to which the Administrative Agent is subject with respect to the Adjusted EURIBO Rate for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D). Such reserve percentages shall include those imposed pursuant to Regulation D. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Sterling" or "£" means the lawful currency of the United Kingdom.

"Subject Transaction" means (a) any Acquisition or any similar Investment, (b) any Disposition of all or substantially all of the Capital Stock in any Subsidiary (or any business unit, division, product line or line of business of the Company and its Subsidiaries), (c) any incurrence of any Indebtedness and the application of the proceeds thereof, and any repayment, retirement, redemption, satisfaction and discharge or defeasance of Indebtedness, (d) any Restricted Payment (or series of related Restricted Payments) made in cash that is (or are) in an amount in excess of US$50,000,000, other than any Restricted Payments made pursuant to Section 6.06(e), and (e) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis; provided that any transaction referred to in clause (a) or (b) above that involves consideration payable at the closing of such transaction of less than US$200,000,000 may, in the sole discretion of the Company, be deemed not to constitute a Subject Transaction for purposes hereof.

"subsidiary" of any Person at any time means any corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, more than 50% of Voting Capital Stock at such time.

"Subsidiary" means any subsidiary of the Company.

"Subsidiary Guarantor" means any Subsidiary that is a party to the Guarantee Agreement.

"Supported QFC" has the meaning set forth in Section 10.20.

"Swap Obligation" means 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.

"Swingline Borrowing Request" means a request by or on behalf of a Borrower for a Swingline Loan in accordance with Section 2.20, which shall be in the form of Exhibit G or any other form approved by the Swingline Lender and the Administrative Agent.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time, adjusted to give effect to any reallocation under Section 2.17(c) of the Swingline Exposures of Defaulting Lenders in effect at such time.

"Swingline Lender" means PNC, in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to section 2.20.

"Syndication Agent" means Bank of America, N.A., in its capacity as the syndication agent for the Revolving Facility and the Term Facility.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (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).

"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in Euros.

"Tax Confirmation" means a confirmation by a Lender that the person beneficially entitled to interest payable to such Lender in respect of an advance under a Loan Document is either (a) a company resident in the United Kingdom for United Kingdom tax purposes, (b) a partnership each member of which is (i) a company so resident in the United Kingdom or (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA or (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

"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 and penalties applicable thereto.

"Term Benchmark Borrowing" means any Borrowing comprised of Term Benchmark Loans.

"Term Benchmark Loan" means a Loan that bears interest at a rate determined by reference to the Adjusted Term SOFR or the Adjusted EURIBO Rate.

"Term Borrowing" means any Borrowing comprised of Term Loans.

"Term Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Term Loan on the Effective Date, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Lender, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Term Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term Commitment, as applicable. The initial aggregate amount of the Lenders' Term Commitments is US$1,000,000,000.

"Term Facility" means the term loan facility provided for herein, including the Term Commitments and the Term Loans.

"Term Lender" means a Lender with a Term Commitment or an outstanding Term Loan.

"Term Loan" means a Loan made pursuant to clause (a) of Section 2.01.

"Term Maturity Date" means the third anniversary of the Effective Date.

"Term SOFR" means, with respect to any Term Benchmark Borrowing denominated in US Dollars for a tenor comparable to the applicable Interest Period, an interest rate per annum equal to the quotient resulting from dividing (a) the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two US Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator by (b) a number equal to 1.00 minus the SOFR Reserve Percentage. The Term SOFR for each outstanding Term Benchmark Loan denominated in US Dollars shall be adjusted automatically as of the effective date of any change in the SOFR Reserve Percentage. The Administrative Agent shall give prompt notice to the Company of the Term SOFR as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

"Term SOFR Loan" means any Loan that bears interest at a rate determined by reference to the Adjusted Term SOFR.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in US Dollars and for a tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m., New York City time, on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for such tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding US Government Securities Business Day for which such Term

SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding US Government Securities Business Day is not more than three Business Days prior to such Term SOFR Determination Day.

"Termination Date" means the first date on which (a) all Commitments have expired or terminated, (b) the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent obligations for which no claim or demand has been made on any Borrower) have been paid in full in cash and (c) all Letters of Credit have expired or have been terminated (or have been collateralized or back-stopped by a letter of credit or otherwise, or deemed issued under another agreement, in each case, in a manner reasonably satisfactory to the applicable Issuing Bank) and all LC Disbursements have been reimbursed.

"Test Period" means, as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements have been delivered (or are required to have been delivered) under Section 5.01(a) or 5.01(b), as applicable (or, prior to the first such delivery, the period of four consecutive Fiscal Quarters ended November 30, 2021) or, if earlier (and other than as such term is used in the Financial Covenant (other than for the purpose of determining compliance with the Financial Covenant on a Pro Forma Basis as a condition to taking any action under this Agreement) or in the definition of "Applicable Rate"), for which financial statements are internally available.

"Transactions" means (a) Financing Transactions, (b) the CUSIP Acquisition and the other transactions contemplated by the CUSIP Acquisition Agreement, (c) the issuance and sale of the Senior Notes, (d) the Existing Credit Agreement Refinancing and (e) the payment of fees and expenses in connection with the foregoing.

"Treaty" has the meaning set forth in the definition of "Treaty State".

"Treaty Lender" means a Lender that (a) is treated as a resident of a Treaty State for the purposes of a Treaty and does not carry on a business in the United Kingdom through a permanent establishment with which such Lender's participation in any Loan is effectively connected.

"Treaty State" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from Tax imposed by the United Kingdom on interest.

"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 Term SOFR, the Adjusted Daily Simple SOFR, the Adjusted EURIBO Rate, the Adjusted Daily Simple SONIA or the Alternate Base Rate.

"UK" and "United Kingdom" each mean the United Kingdom of Great Britain and Northern Ireland.

"UK Borrower DTTP Filing" means a United Kingdom HM Revenue & Customs' Form DTTP2 duly completed and filed by the relevant Borrower, which (a) where it relates to a Treaty Lender that is a Lender at the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Schedule 2.01, and (i) where the relevant Borrower is a party to this Agreement as a Borrower at the date of this Agreement, is

filed with HM Revenue & Customs within 30 days of the date of this Agreement or (ii) where the relevant Borrower is not a party to this Agreement as a Borrower at the date of this Agreement, is filed with HM Revenue & Customs within 30 days of the date on which such Borrower becomes a party to this Agreement as a Borrower, or (b) where it relates to a Treaty Lender that is not a party to this Agreement as a Lender at the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the Assignment and Assumption which it executes on becoming a Lender, and (i) where the relevant Borrower is a party to this Agreement as a Borrower as at the date on which such Treaty Lender becomes a Lender, is filed with HM Revenue & Customs within 30 days of that date or (ii) where the relevant Borrower is not a party to this Agreement as a Borrower as at the date such Treaty Lender becomes a Lender, is filed with HM Revenue & Customs within 30 days of the date on which such Borrower becomes a party to this Agreement as a Borrower.

"UK Borrowing Subsidiary" means any Borrowing Subsidiary that is a UK Subsidiary.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form 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 Non-Bank Lender" means (a) any Lender that is identified as a UK Non-Bank Lender on Schedule 2.01 and (b) any Lender that is not a party to this Agreement as a Lender at the date of this Agreement and which gives a Tax Confirmation in the Assignment and Assumption which it executes on becoming a party to this Agreement as a Lender.

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

"UK Subsidiary" means any Subsidiary incorporated or organized in England and Wales.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Cash" means, as of any date, cash and Cash Equivalents owned by the Company and its Subsidiaries as of such date; provided that such cash and Cash Equivalents would not be required to appear as "restricted" on a consolidated balance sheet of the Company as of such date prepared in conformity with GAAP; provided further that (a) if, as of any date, any amount is included under clause (a)(ii)(y) of the definition of "Leverage Ratio" for purposes of determining the Leverage Ratio as of such date, such amount shall not be included in the determination of Unrestricted Cash as of such date and (b) the term Unrestricted Cash shall not include any cash and Cash Equivalents referred to in the final proviso of the definition of "Consolidated Funded Indebtedness".

"US Dollar Equivalent" means, on any date of determination, (a) with respect to any amount in US Dollars, such amount, and (b) with respect to any amount in any Alternative Currency, the equivalent in US Dollars of such amount, determined by the Administrative Agent using the Exchange Rate with respect to such Alternative Currency in effect for such amount on

such date. The US Dollar Equivalent at any time of the amount of any Revolving Loan denominated in any Alternative Currency shall be the amount most recently determined as provided in Section 1.05(a).

"US Dollars" or "US$" refers to lawful money of the United States of America.

"US Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"US Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"US Special Resolution Regimes" has the meaning set forth in Section 10.20.

"US Tax Compliance Certificate" has the meaning set forth in Section 2.14(f)(ii)(B)(3).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"VAT" means (a) any Tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and (b) any other Tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such Tax referred to in clause (a) of this definition, or imposed elsewhere.

"VAT Recipient" has the meaning set forth in Section 2.14(j)(ii).

"VAT Subject Party" has the meaning set forth in Section 2.14(j)(ii).

"VAT Supplier" has the meaning set forth in Section 2.14(j)(ii).

"Voting Capital Stock" of a Person means Capital Stock of such Person of the class or classes the holders of which are entitled (without regard to the occurrence of any contingency) to vote in the election of the members of the board of directors or equivalent governing body of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment (with the amount of any such required scheduled payment prior to the final maturity thereof to be determined disregarding the effect thereon of any prepayment made in respect of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness.

"wholly owned", when used in reference to a subsidiary of any Person, means that all the Capital Stock in such subsidiary (other than directors' qualifying shares and other nominal

amounts of Capital Stock that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly owned subsidiary of such Person or any combination thereof.

"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.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a "Revolving Loan" or "Revolving Borrowing") or by Type (e.g., a "Term Benchmark Loan" or "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark Revolving Loan" or "Term Benchmark Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties. The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Except as otherwise provided herein and unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (ii) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified, and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (iii) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (iv) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (v) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. For purposes of this Agreement and any other Loan Document, the fair market value of any asset or property shall be such fair market value as is reasonably determined by the Company (it being understood that, where the Company

reasonably determines that it is appropriate to do so, the Company may base its determination on the book value of such asset or property).

SECTION 1.04. Accounting Terms; GAAP; Pro Forma Basis. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in conformity with GAAP as in effect from time to time; provided that (i) if the Company, by notice to the Administrative Agent, shall request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent or the Required Lenders, by notice to the Company, shall request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) notwithstanding any other provision contained herein, other than for purposes of Sections 3.04, 5.01(a) and 5.01(b), 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, (A) without giving effect to (x) any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Accounting Standards Codification having a similar result or effect) (and related interpretations) to value any Indebtedness at "fair value", as defined therein, or (y) any other accounting principle that results in any Indebtedness being reflected on a balance sheet at an amount less than the stated principal amount thereof, (B) 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 having a similar result or effect) (and related interpretations) 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, and (C) unless otherwise elected by the Company by written notice to the Administrative Agent (in which case the provisions of this clause (C) shall cease to apply from and after such notice), without giving effect to any change to GAAP as a result of the adoption or effectiveness of any proposals set forth in the Proposed Accounting Standards Update, Leases (Topic 842), or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require treating any lease (or similar arrangement conveying the right to use) as a Capital Lease (or a finance lease) where such lease (or similar arrangement) was not required to be so treated under GAAP as in effect on December 31, 2017.

(b) Notwithstanding anything to the contrary herein, but subject to Section 1.06, all financial ratios and tests (including the Leverage Ratio, the Interest Coverage Ratio and the amount of Consolidated Total Assets, Consolidated EBITDA and Consolidated Net Income) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction (including, subject to the final paragraph of the definition of "Consolidated EBITDA", the CUSIP Acquisition) occurs (or with respect to any Test Period to determine whether any Subject Transaction is permitted to be consummated or any Indebtedness to be incurred in connection therewith is permitted to be incurred) shall be calculated with respect to such Test Period and such Subject Transaction (including such Subject Transaction that is to be consummated) on a Pro Forma Basis. Further, if since the beginning of any Test Period and on or prior to the date of any required calculation of any financial ratio or test, any Subject Transaction has occurred, then, in each case, any applicable financial ratio or test shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred as of the first day of the applicable Test Period (or, in the case of Consolidated Total Assets, as of the last day of such Test Period), provided that when calculating the Leverage Ratio for purposes of the definition of

"Applicable Rate" and for purposes of the Financial Covenant (other than for the purpose of determining compliance with the Financial Covenant on a Pro Forma Basis as a condition to taking any action in accordance with this Agreement), the Subject Transactions that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect. For purposes of determining compliance with the Financing Covenant on a Pro Forma Basis with respect to any Qualified Material Acquisition or any related transactions (including incurrence of any Indebtedness in connection therewith), the maximum ratio applicable pursuant to Section 6.09(a) shall be determined after giving effect to any notice that the Company intends to (and, in accordance with such Section, would be permitted to) deliver pursuant to such Section in connection with such Qualified Material Acquisition; provided that if such calculation is made in reliance on the Company's intention to provide a notice pursuant to Section 6.09(a), the Company shall deliver such notice upon the consummation of such Qualified Material Acquisition.

SECTION 1.05. Currency Translation. (a) The Administrative Agent shall determine the US Dollar Equivalent of (i) any EURIBOR Loan at the first day of the initial Interest Period therefor and as of the end of such initial Interest Period and each subsequent Interest Period therefor and (ii) any SONIA Loan in accordance with the Administrative Agent's standard practices (which determination shall be conclusive absent manifest error), with such frequency (including daily) as the Administrative Agent deems to be necessary or advisable in its sole discretion, in each case using the Exchange Rate for such currency in relation to US Dollars in effect on the date of determination, and each such amount shall, except as provided below, be the US Dollar Equivalent of such Borrowing until the next required calculation thereof pursuant to this sentence. The Administrative Agent may also determine the US Dollar Equivalent of any Borrowing denominated in an Alternative Currency as of such other dates as the Administrative Agent shall select in its discretion, in each case using the Exchange Rate in effect on the date of determination, and each such amount shall be the US Dollar Equivalent of such Borrowing until the next calculation thereof pursuant to this Section. The Administrative Agent shall notify the Company and the Revolving Lenders of each determination of the US Dollar Equivalent of each Borrowing denominated in an Alternative Currency.

(b) For purposes of any determination under Article VI or VII, amounts incurred or outstanding, or proposed to be incurred or outstanding, in currencies other than US Dollars shall be translated into US Dollars at the currency exchange rates in effect on the date of such determination; provided that (i) for purposes of any determination under Sections 6.01 and 6.02, the amount of each applicable transaction denominated in a currency other than US Dollars shall be translated into US Dollars at the applicable currency exchange rate in effect on the date of the consummation thereof (or, in the case of any transaction, at the election of the Company, such other date as shall be applicable with respect to such transaction pursuant to Section 1.06(a) or, in the case of the incurrence of Indebtedness, on the date such Indebtedness is first committed), which currency exchange rates shall be determined reasonably and in good faith by the Company, and (ii) for purposes of the Leverage Ratio, the Interest Coverage Ratio, any other financial test and the related definitions, amounts in currencies other than US Dollars shall be translated into US Dollars at the currency exchange rates then most recently used in preparing the consolidated financial statements of the Company. Notwithstanding anything to the contrary set forth herein, but subject to clause (ii) above, (A) no Default or Event of Default shall arise as a result of any limitation or threshold set forth in Article VI or Article VII expressed in US Dollars in this Agreement being exceeded in respect of any transaction solely as a result of changes in currency exchange rates from those applicable for determining compliance with this Agreement at the time of, or at any time following, such transaction (or, if applicable, as of such other time as is applicable to such specified transaction pursuant to the immediately preceding sentence) and (B) in the case of any Indebtedness outstanding under any clause of Section 6.01 or secured under any clause of Section 6.02 that

contains a limitation expressed in US Dollars and that, as a result of changes in exchange rates, is so exceeded, such Indebtedness will be permitted to be Refinanced notwithstanding that, after giving effect to such Refinancing, such excess shall continue.

SECTION 1.06. Certain Calculations and Tests. (a) Notwithstanding anything to the contrary herein, to the extent that the terms of this Agreement require (including any such requirement that is to be determined on a Pro Forma Basis) (i) compliance with any financial ratio or test (including the Financial Covenant or any Leverage Ratio test) and/or any cap expressed as a percentage of Consolidated EBITDA or Consolidated Total Assets or (ii) the absence of any Default or Event of Default (or any type of Default or Event of Default) as a condition to (A) the consummation of any Acquisition or other Investment or (B) the consummation of any Disposition (or, in each case, the consummation of any related transaction, including any assumption or incurrence (including, in connection with any Acquisition or Investment, incurrence of any related Indebtedness prior to the consummation of such Acquisition or Investment) of any Indebtedness in connection therewith (other than the incurrence of Loans hereunder)), the determination of whether the relevant condition is satisfied may be made, at the election of the Company, (1) in the case of any Acquisition or other Investment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such Acquisition or Investment (or, in the case of any Acquisition or Investment made pursuant to a tender or similar offer, at the time of the commencement of such offer) or (y) the consummation of such Acquisition or Investment and (2) in the case of any Disposition, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such Disposition or (y) the consummation of such Disposition, in each case, after giving effect on a Pro Forma Basis to (I) the relevant Acquisition, Investment or Disposition and any related transaction and (II) at the election of the Company, to the extent a definitive agreement with respect to such other Acquisition or Investment has been executed (or, in the case of any Acquisition or Investment made pursuant to a tender or similar offer, to the extent such offer has been commenced) (which Acquisition or Investment has not yet been consummated and with respect to which such definitive agreement, tender or similar offer or notice has not terminated), any other Acquisition or Investment that the Company has elected to be tested as set forth in this clause (a) (and, in each case, the related transactions).

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including the Financial Covenant, any Leverage Ratio test and/or the amount of Consolidated EBITDA or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be (or, in each case, such other time as is applicable thereto pursuant to paragraph (a) of this Section), and no Default or Event of Default shall be deemed to have occurred solely as a result of a subsequent change in such financial ratio or test.

(c) Notwithstanding anything to the contrary herein, with respect to any amount incurred or transaction entered into (or consummated) in reliance on a particular clause of Section 6.01 that does not require compliance with a financial ratio (including the Financial Covenant or any Leverage Ratio test) (any such amount, a "Fixed Amount") substantially concurrently with any amount incurred or transaction entered into (or consummated) in reliance on a clause of Section 6.01 that requires compliance with a financial ratio (including the Financial Covenant or any Leverage Ratio test) (any such amount, an "Incurrence-Based Amount"), it is understood and agreed that the Fixed Amounts (even if part of the same transaction or the same tranche, as any Incurrence-Based Amount) shall be disregarded in the calculation of the financial

ratio applicable to the Incurrence-Based Amount, but giving full pro forma effect to any increase in the amount of Consolidated EBITDA or Consolidated Total Assets (including the Unrestricted Cash) resulting from the applicable transaction consummated in reliance on, or with the use of proceeds of, the Fixed Amounts. The Company may elect, in its sole discretion, that any such amounts incurred or transactions entered into (or consummated) be incurred or entered into (or consummated) in reliance on one or more of any Fixed Amounts or Incurrence-Based Amounts. It is further agreed that in connection with the calculation of any financial ratio applicable to any incurrence or assumption of Indebtedness in reliance on any Incurrence-Based Amount, such calculation shall be made on a Pro Forma Basis for the incurrence of such Indebtedness (including any acquisition consummated concurrently therewith and any other application of the proceeds thereof), but without netting the cash proceeds of such Indebtedness, and assuming a full drawing of any undrawn committed amounts of such Indebtedness.

(d) It is understood and agreed that any Indebtedness, Lien, Disposition, Sale/Leaseback Transaction, Restricted Payment or Investment need not be permitted solely by reference to one clause or subclause of Section 6.01, 6.02, 6.04, 6.05, 6.06 or 6.07, respectively, but may instead be permitted in part under any combination of clauses or subclauses of such Section, all as classified or, to the extent such alternative classification would have been permitted at the time of the relevant action, reclassified by the Company in its sole discretion at any time and from time to time, and shall constitute a usage of any availability under such clause or subclause only to the extent so classified or reclassified thereto; provided that the Senior Notes may only be permitted under Section 6.01(b)(ii) and may not be reclassified to any other clause of Section 6.01(b). In addition, for purposes of determining compliance at any time with Section 6.01, the Company may, at any time and from time to time in its sole discretion, reclassify (or deem such reclassification to have occurred automatically) any Indebtedness (or a portion thereof) previously incurred, made or otherwise undertaken under any basket other than a "ratio-based" basket as having been incurred, made or otherwise undertaken under any applicable "ratio-based" basket set forth in such Section if such item (or such portion thereof) would, using the figures as of the end of or for any Test Period ended after the date of such incurrence, making or other undertaking, be permitted under the applicable "ratio-based" basket, provided that Indebtedness incurred under Section 6.01(b)(ii) or 6.01(b)(vii) may not be reclassified to any other clause of Section 6.01(b). In addition, in the case of any clause or subclause of Section 6.01 or 6.02 that requires a calculation of any such financial ratio or test, to the extent the committed amount of any Indebtedness has been tested, such committed amount may, at the election of the Company, thereafter be borrowed and, in the case of commitments of a revolving nature, reborrowed in whole or in part, from time to time, without any further testing under Section 6.01 or Section 6.02, it being understood, however, that for purposes of any subsequent determination of compliance with such financial ratio or test, such Indebtedness shall, solely to the extent of the reliance at such time on this sentence with respect to such committed amount, be deemed to be outstanding.

(e) For purposes of determining compliance with this Agreement, the accrual of interest, the accrual of dividends, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency shall not be deemed to be an incurrence of Indebtedness and, to the extent secured, shall not be deemed to result in an increase of the obligations so secured or to be a grant of a Lien securing any such obligation.

SECTION 1.07. Effectuation of Transactions. All references herein to the Company and the Subsidiaries on the Effective Date shall be deemed to be references to such Persons, and all the representations and warranties of the Loan Parties contained in this Agreement

or any other Loan Document shall be deemed, on the Effective Date, to be made, in each case, after giving effect to the Transactions to occur on the Effective Date, unless the context otherwise expressly requires.

SECTION 1.08. Timing of Payment or Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day that is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

SECTION 1.09. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its equity interests at such time.

SECTION 1.10. Investment Grade Event and Reinstatement Event. (a) The parties hereto acknowledge that, as of the Effective Date, an Investment Grade Covenant Period is in effect.

(b) Upon the occurrence of a Reinstatement Event (and for the avoidance of doubt, until any subsequent Investment Grade Event occurs), the Company and, where applicable, its Subsidiaries shall be subject to the covenants set forth herein that are indicated to be applicable during a Non-Investment Grade Covenant Period (collectively, the "Suspended Covenants") but only with respect to future transactions or events, it being understood and agreed, that (i) notwithstanding that the Suspended Covenants may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during any Investment Grade Covenant Period (or upon or after the occurrence of any Reinstatement Event based solely on transactions or events that occurred during any Investment Grade Covenant Period), (ii) all Indebtedness incurred during any Investment Grade Covenant Period shall be classified under such clauses of Section 6.01(b) as shall be selected by the Company in its discretion, to the extent such Indebtedness would be permitted to be incurred thereunder as of the date of the occurrence of such Reinstatement Event, and, to the extent such Indebtedness would not be so permitted to be incurred pursuant to Section 6.01(b), such Indebtedness shall be deemed to have been outstanding on the Effective Date and set forth on Schedule 6.01, so that it is classified as permitted under Section 6.01(b)(iii) and (iii) calculations made after the occurrence of such Reinstatement Event of the amount available to be made as Dispositions, Restricted Payments or Investments under Section 6.05, 6.06 or 6.07, as applicable, shall be made as though Section 6.05, 6.06 or 6.07, as applicable, had been continuously in effect since the Effective Date, such that Dispositions, Restricted Payments or Investments made during any Investment Grade Covenant Period shall reduce the amount available to be made as Dispositions, Restricted Payments or Investments under such Section after the occurrence of such Reinvestment Event, provided that, notwithstanding the foregoing, to the extent any Disposition, Restricted Payment or Investment made during any Investment Grade Covenant Period would not be permitted to have been so made under Section 6.05, 6.06 or 6.07, as applicable, such Disposition, Restricted Payment or Investment shall nonetheless be deemed to be permitted under such Section.

SECTION 1.11. Benchmark Replacement Notification. Section 2.11 provides a mechanism for determining an alternative rate of interest in the event that the Benchmark for any Agreed Currency is no longer available or in certain other circumstances. 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 the Benchmark for any Agreed Currency, or with respect to any alternative or successor rate thereto, or replacement rate therefor.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees (a) to make a Term Loan denominated in US Dollars to the Company on the Effective Date in a principal amount not to exceed its Term Commitment and (b) to make Revolving Loans denominated in US Dollars or Alternative Currencies to any Borrower from time to time during the Revolving Availability Period in an aggregate principal amount that will not result in any Lender's Revolving Exposure exceeding such Lender's Revolving Commitment or the Aggregate Revolving Exposure exceeding the Aggregate Revolving Commitment; provided that the sum of the US Dollar Equivalents of the Revolving Loans made on the Effective Date may not exceed US$350,000,000. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class, Type and currency made by the Lenders to the same Borrower ratably in accordance with their respective Commitments of the applicable Class. Each Swingline Loan shall be made in accordance with Section 2.20. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.11, (i) each Revolving Borrowing denominated in US Dollars and each Term Borrowing shall be comprised entirely of ABR Loans, Daily Simple SOFR Loans or Term SOFR Loans, as the applicable Borrower may request in accordance herewith, (ii) each Revolving Borrowing denominated in Euro shall be comprised entirely of EURIBOR Loans and (iii) each Revolving Borrowing denominated in Sterling shall be comprised entirely of SONIA Loans. Each Swingline Loan shall be denominated in US Dollars and shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (A) any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement and (B) no such domestic or foreign branch or Affiliate of such Lender shall be entitled to any greater indemnification under Section 2.12 with respect to such Loan than that to which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of any Change in Law after the date on which such Loan was made).

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount that is not less than the Borrowing Minimum and in an integral multiple of the Borrowing Multiple in excess thereof; provided that (i) a Term Benchmark Borrowing that results from a continuation of an outstanding Term

Benchmark Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing and (ii) Term Benchmark Borrowing of any Class may be in an aggregate amount that is equal to the entire unused balance of the Commitments of such Class. At the time that each RFR Borrowing or ABR Borrowing (other than a Swingline Loan) is made, such Borrowing shall be in an aggregate amount that is not less than the Borrowing Minimum and in an integral multiple of the Borrowing Multiple in excess thereof; provided that an RFR Revolving Borrowing or an ABR Revolving Borrowing of any Class may be in an aggregate amount that is equal to the entire unused balance of the Commitments of such Class or, in the case of a Revolving Borrowing, that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.19(f). Each Swingline Loan shall be in an amount that is an integral multiple of US$100,000 and not less than US$100,000; provided that a Swingline Loan may be in an aggregate amount that is equal to the entire unused balance of the Aggregate Revolving Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.19(f). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 12 (or such greater number as may be agreed to by the Administrative Agent) Term Benchmark Borrowings and RFR Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request, or to elect to convert to or continue, any Term Benchmark Borrowing if the Interest Period requested with respect thereto would end after the applicable Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Revolving Borrowing or Term Borrowing, the applicable Borrower (or the Company on its behalf) shall submit a Borrowing Request, signed by its Responsible Officer, to the Administrative Agent (a) in the case of a Term Benchmark Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing (or, in the case of any such Term Benchmark Borrowing to occur on the Effective Date, (x) in the case of Loans denominated in US Dollars, no later than 11:00 a.m., New York City time, one Business Day before the Effective Date or (y) in the case of Loans denominated in an Alternative Currency, no later than 11:00 a.m., New York City time, two Business Days before the Effective Date or, in each case, such shorter period of time as may be agreed in writing by the Administrative Agent), (b) in the case of an RFR Borrowing, not later than 11:00 a.m., New York City time, two Business Days before the date of the proposed Borrowing (or, in the case of any such Borrowing to occur on the Effective Date, one Business Day before the Effective Date or such shorter period of time as may be agreed to in writing by the Administrative Agent) or (c) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the day of the proposed Borrowing. Each such Borrowing Request shall be irrevocable (except that the Borrowing Request for Loans to be borrowed on the Effective Date may be conditioned on the occurrence of the Effective Date) and shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower;

(ii) whether the requested Borrowing is to be a Term Borrowing or a Revolving Borrowing;

(iii) the currency and principal amount of such Borrowing;

(iv) the date of such Borrowing, which shall be a Business Day;

(v) the Type of such Borrowing;

(vi) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(vii) the location and number of the account of the applicable Borrower to which funds are to be disbursed (or such other account as may be designated by (or by the Company on behalf of) the applicable Borrower) or, in the case of any Revolving Borrowing requested to finance the reimbursement of an LC Disbursement as provided in Section 2.19(f), the identity of the Issuing Bank that made such LC Disbursement.

If no currency is specified with respect to any requested Borrowing, then the applicable Borrower shall be deemed to have selected US Dollars. If no election as to the Type of Borrowing denominated or deemed to be denominated in US Dollars is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in the applicable currency by (i) in the case of Revolving Loans, 12:00 p.m., New York City time (or, in the case of ABR Revolving Loans, such later time as shall be two hours after the delivery by or on behalf of the applicable Borrower of a Borrowing Request therefor in accordance with Section 2.03), in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swingline Loans shall be made as provided in Section 2.20. The Administrative Agent will make such Loans available to the applicable Borrower by promptly remitting the amounts so received, in like funds, to the account designated in the applicable Borrowing Request; provided that Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.19(f) shall be remitted by the Administrative Agent to the applicable Issuing Bank specified in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree, without duplication, to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, (A) if denominated in US Dollars, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) if denominated in an Alternative Currency, the greater of the applicable Alternative Currency Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, or (ii) in the case of a payment to be made by such Borrower, the interest rate applicable to the subject Loan pursuant hereto. If such Borrower and

such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any such payment by such Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

SECTION 2.05. Interest Elections. (a) Each Revolving Borrowing and Term Borrowing initially shall be of the Type and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in the applicable Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the applicable Borrower (or the Company on its behalf) may elect to convert such Borrowing (if such Borrowing is denominated in US Dollars) to a Borrowing of a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Notwithstanding any other provision of this Section, no Borrower shall be permitted to change the currency of any Borrowing or elect an Interest Period for a Term Benchmark Borrowing that does not comply with Section 2.02(d). This Section shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section, the applicable Borrower (or the Company on its behalf) shall submit an Interest Election Request, signed by its Responsible Officer, to the Administrative Agent by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type and in the currency resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower;

(ii) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iv) and (v) below shall be specified for each resulting Borrowing);

(iii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iv) the Type of the resulting Borrowing; and

(v) if the resulting Borrowing is to be a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(c) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the applicable Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period, such Borrowing shall be continued as a Term Benchmark Borrowing of the applicable Type for an Interest Period of one month.

(e) Notwithstanding any contrary provision hereof, if an Event of Default under Section 7.01(h) has occurred and is continuing with respect to any Borrower, or if any other Event of Default has occurred and is continuing and the Administrative Agent, at the request of a Majority in Interest of Lenders of any Class, has notified the Company of the election to give effect to this sentence on account of such other Event of Default, then, in each such case, so long as such Event of Default is continuing, (i) no outstanding Borrowing of such Class denominated in US Dollars may be converted to or continued as a Term Benchmark Borrowing, (ii) unless repaid, each Term Benchmark Borrowing of such Class denominated in US Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) no Term Benchmark Borrowing of such Class denominated in any Alternative Currency may be continued with an Interest Period of more than one month's duration.

SECTION 2.06. Termination and Reduction of Commitments. (a)Unless previously terminated, (i) the Term Commitment of each Term Lender shall automatically terminate on the earlier of (A) immediately after the making of the Term Loan by such Term Lender on the Effective Date and (B) at 11:59 p.m., New York City time, on the Effective Date and (ii) the Revolving Commitments shall automatically terminate on the Revolving Maturity Date.

(b) The Company may at any time terminate, or from time to time permanently reduce, the Commitments of any Class; provided that (i) each reduction of the Commitments of a Class shall be in an amount that is an integral multiple of US$500,000 and not less than US$1,000,000 (or, if less, the remaining Commitments of such Class) and (ii) the Company shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans or Swingline Loans in accordance with Section 2.08, (A) the Aggregate Revolving Exposure would exceed the Aggregate Revolving Commitment or (B) the Revolving Exposure of any Revolving Lender would exceed its Revolving Commitment.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination or reduction of the Commitments of any Class under paragraph (b) of this Section may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments of any Class shall be permanent. Each reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

SECTION 2.07. Repayment of Loans; Amortization of Term Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay (i) on the Revolving Maturity Date to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan made by such Revolving Lender to such Borrower, (ii) on the Term Maturity Date to the Administrative Agent for the account of each Term Lender the then unpaid principal amount of each Term Loan made by such Term Lender to such Borrower and (iii) on the Revolving Maturity Date to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower.

(b) The Company shall repay Term Loans on the last day of each Fiscal Quarter (or, if such day is not a Business Day, on the next following Business Day), commencing with August 31, 2022 and ending with the last such day to occur prior to the Term Maturity Date, in an aggregate principal amount for each such date equal to 1.25% of the aggregate principal amount of the Term Loans outstanding on the Effective Date (as such amount may be adjusted pursuant to paragraph (c) of this Section).

(c) Any prepayment of a Term Borrowing shall be applied to reduce the subsequent scheduled repayments of the Term Borrowings to be made pursuant to this Section in the manner specified by the Company in the notice of prepayment relating thereto (or, if no such manner is specified in such notice, in direct order of maturity). Prior to any repayment of any Term Borrowings under this Section, the Company may select the Borrowing or Borrowings to be repaid and may notify the Administrative Agent by telephone (promptly confirmed in writing) of such selection not later than 11:00 a.m., New York City time, three Business Days before the scheduled date of such repayment, provided, that in absence of such notice, the amount of such repayment shall be applied first to the then outstanding Term Loans that are ABR Loans, then to the outstanding Term Loans that are RFR Loans and then to the then outstanding Term Loans that are Term Benchmark Loans. Each repayment of a Term Borrowing shall be applied ratably to the Loans included in the repaid Term Borrowing. Repayments of Term Borrowings shall be accompanied by accrued interest on the amounts repaid.

(d) The records maintained by the Administrative Agent and the Lenders shall (in the case of the Lenders, to the extent they are not inconsistent with the records maintained by the Administrative Agent pursuant to Section 10.04(b)(iv)) be, in the absence of manifest error, prima facie evidence of the existence and amounts of the obligations of the Borrowers in respect of the Loans, LC Disbursements, interest and fees due or accrued hereunder; provided that the failure of the Administrative Agent or any Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note. In such event, each applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered permitted assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered permitted assigns.

SECTION 2.08. Prepayment of Loans. (a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty, subject to the requirements of this Section.

(b) If, on any date, the Aggregate Revolving Exposure shall exceed the Aggregate Revolving Commitment, then the applicable Borrowers shall, not later than three Business Days after the Administrative Agent informs the Company of such excess (which may be by email), prepay one or more Revolving Borrowings or Swingline Loans (and, if no Revolving Borrowings or Swingline Loans are outstanding, deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.19(m)) in an aggregate amount equal to the lesser of (1) the amount necessary to eliminate such excess (after giving effect to any other prepayment of Revolving Loans and Swingline Loans on such day) and (2) the Aggregate Revolving Exposure.

(c) The applicable Borrower (or the Company on its behalf) shall notify the Administrative Agent (and, in the case of a prepayment of a Swingline Loan, the Swingline Lender) by telephone (promptly confirmed in writing) or in writing of any optional prepayment hereunder (i) in the case of prepayment of a Term Benchmark Borrowing, not later than 1:00 p.m., New York City time, three Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing (other than a Swingline Loan), not later than 1:00 p.m., New York City time, on the date of prepayment, (iii) in the case of a prepayment of an RFR Borrowing, not later than 1:00 p.m., New York City time, two Business Days before the date of such prepayment and (iv) in the case of a Swingline Loan, not later than 1:00 p.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the Borrowing or Borrowings to be prepaid and the principal amount of each such Borrowing or portion thereof to be prepaid; provided that a notice of optional prepayment of any Borrowing may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice (other than a notice relating solely to Swingline Loans), the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type and currency as provided in Section 2.02 (or, if less, the outstanding principal amount of the Loans, and except as necessary to apply fully the required amount of any mandatory prepayment). Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10.

SECTION 2.09. Fees. (a) The Company agrees to pay to the Administrative Agent, in US Dollars, for the account of each Revolving Lender a commitment fee (the "Revolving Commitment Fee"), which shall accrue at the Applicable Rate on the daily unused amount of the Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which such Revolving Commitment terminates. Revolving Commitment Fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the first Business Day after such last day, commencing on the first such date to occur after the Effective Date, and accrued Revolving Commitment Fees shall also be payable in arrears on the date on which the Revolving Commitments terminate. All Revolving Commitment Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing Revolving Commitment Fees, (i) a Revolving Commitment of a Revolving Lender (other than PNC) shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Revolving Lender (and the Swingline Exposure of such Revolving Lender shall be disregarded for such purpose) and (ii) the Revolving Commitment of PNC shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of PNC and the outstanding Swingline Loans (except any portion of Swingline Loans that are subject to participations purchased by the Revolving Lenders pursuant to Section 2.20(c)).

(b) The Company agrees to pay (i) to the Administrative Agent, in US Dollars, for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to Term SOFR Loans on the average daily amount of such Revolving Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's Revolving Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, in US Dollars, which shall accrue at 0.125% per annum on the average daily amount of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any such LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the first Business Day after such last day following such day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 15 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of the Revolving Commitment Fee and the Letter of Credit participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.10. Interest. (a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each RFR Borrowing shall bear interest at (i) in the case of Loans denominated in US Dollars, the Adjusted Daily Simple SOFR or (ii) in the case of Loans denominated in Sterling, the Adjusted Daily Simple SONIA, in each case, plus the Applicable Rate.

(c) The Loans comprising each Term Benchmark Borrowing shall bear interest at (i) in the case of Loans denominated in US Dollars, the Adjusted Term SOFR or (ii) in the case of Loans denominated in Euro, the Adjusted EURIBO Rate, in each case, for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as

well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of or interest on any Loan or any LC Disbursement, 2.00% per annum plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or Section 2.19(h), as applicable, and (ii) in the case of overdue fees or any other overdue amount, 2.00% per annum plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of a Revolving Loan or a Swingline Loan, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion or continuation of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion or continuation. All interest shall be payable in the currency in which the applicable Loan is denominated.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest on Borrowings denominated in Sterling and interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted Term SOFR, Adjusted Daily Simple SOFR, Adjusted EURIBO Rate or Adjusted Daily Simple SONIA shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.11. Alternate Rate of Interest. (a)Inability to Determine Applicable Interest Rate. Subject to Section 2.11(b), if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR, the Term SOFR, the Adjusted EURIBO Rate or the EURIBO Rate (including because the Relevant Screen Rate is not available or published on a current basis) for the applicable Agreed Currency for such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR, the Adjusted Daily Simple SONIA or the RFR for the applicable Agreed Currency; or

(ii) the Administrative Agent is advised by the Required Lenders (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that the Adjusted Term SOFR or the Adjusted EURIBO Rate for the applicable Agreed Currency for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period or (B) at any time, that the Adjusted Daily Simple SOFR or the Adjusted Daily Simple SONIA for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in any RFR Borrowing;

then the Administrative Agent shall give notice thereof to the Company and the Lenders as promptly as practicable thereafter and until the Administrative Agent notifies the Company and the

Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark, (A) in the case of Loans denominated in US Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, an affected Term Benchmark Borrowing or RFR Borrowing and any Borrowing Request that requests an affected Term Benchmark Borrowing or RFR Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for an ABR Borrowing and (B) in the case of Loans denominated in any Alternative Currency, any Interest Election Request that requests the continuation of any Borrowing as an affected Term Benchmark Borrowing and any Borrowing Request that requests an affected Term Benchmark Borrowing or RFR Borrowing, in each case, for the relevant Benchmark shall be ineffective. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Company's receipt of the notice from the Administrative Agent referred to in this Section 2.11(a) with respect to the relevant Benchmark applicable to such Term Benchmark Loan or RFR Loan, then until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark, (A) in the case of Loans denominated in US Dollars, (1) if such Loan is a Term Benchmark Loan, such Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan convert to an ABR Loan and (2) if such Loan is an RFR Loan, such RFR Loan shall on such date convert to an ABR Loan and (B) in the case of Loans denominated in any Alternative Currency, (1) if such Loan is a Term Benchmark Loan, such Loan shall be prepaid in full by the applicable Borrower on the last day of the Interest Period applicable thereto and (2) if such Loan is an RFR Loan, such Loan shall be prepaid in full by the applicable Borrower on the first Business Day following the date of the Company's receipt of such notice.

(b) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of any Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes under this Agreement and any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m., New York City time, on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without requiring any amendment to, or requiring any further action by or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without requiring any further action by or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Company and the Lenders of (A) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement, (D) the removal or reinstatement

of any tenor of a Benchmark pursuant to paragraph (iv) below and (E) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.11(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its (or their) sole discretion and without consent from any other party to this Agreement or any other Loan Document except, in each case, as expressly required pursuant to this Section 2.11(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will no longer be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, the appliable Borrower (or the Company on its behalf) may revoke any pending request for a borrowing of, conversion to or continuation of Term Benchmark Loans or RFR Loans denominated in the applicable Agreed Currency, in each case, to be made, converted or continued during any Benchmark Unavailability Period and, failing that, (A) the appliable Borrower will be deemed to have converted any request for any affected Term Benchmark Borrowing or RFR Borrowing denominated in US Dollars into a request for a borrowing of, or conversion to, an ABR Borrowing and (B) any request for a borrowing of, or conversion to or continuation of, any affected Term Benchmark Borrowing or RFR Borrowing denominated in an Alternative Currency shall be ineffective. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.11(b), (1) in the case of Loans denominated in US Dollars, (x) any Term Benchmark Loan shall on the last day of the Interest Period applicable thereto convert to an ABR Loan and (y) any RFR Loan shall on and from such day convert to an ABR Loan and (2) in the case of Loans denominated in any Alternative Currency, (x) if such Loan is a Term Benchmark Loan, such Loan shall be prepaid in full by the applicable Borrower on the last day of the Interest Period applicable thereto and (y) if such Loan is an RFR Loan, such Loan shall be prepaid in full by the applicable Borrower on the first Business Day following the date of the Company's receipt of such notice. During a

Benchmark Unavailability Period with respect to any Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of the Alternate Base Rate based upon the then-current Benchmark that is the subject of such Benchmark Unavailability Period or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Base Rate.

SECTION 2.12. Increased Costs; Illegality. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted Term SOFR, Adjusted Daily Simple SOFR or the Adjusted EURIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or any applicable interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or the Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (f) of the definition of the term "Excluded Taxes" and (C) Connection Income Taxes) with respect to its loans, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any Loan), to increase the cost to such Lender, Issuing Bank or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, Issuing Bank or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time following request of such Lender, Issuing Bank or other Recipient (accompanied by a certificate in accordance with paragraph (c) of this Section), the Company will pay to such Lender, Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Bank or other Recipient for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law affecting such Lender or Issuing Bank or any lending office of such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company, if any, regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then, from time to time following the request of such Lender or Issuing Bank (accompanied by a certificate in accordance with paragraph (c) of this Section), the Company will pay to such Lender or Issuing Bank such additional amount or amounts as will compensate such

Lender or Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender, Issuing Bank, or other Recipient setting forth the basis for and, in reasonable detail (to the extent practicable), computation of the amount or amounts necessary to compensate such Lender, Issuing Bank, or other Recipient or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender, Issuing Bank or other Recipient, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof. Notwithstanding the foregoing provisions of this Section, no Lender or Issuing Bank shall demand compensation for any increased or other cost or reduction pursuant to the foregoing provisions of this Section unless such Lender or Issuing Bank certifies that it is the general policy or practice of such Lender or Issuing Bank to demand (to the extent it is entitled to do so) such compensation from similarly situated borrowers in similar circumstances under comparable provisions of other credit agreements.

(d) Failure or delay on the part of any Lender, Issuing Bank or other Recipient to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's, Issuing Bank's or other Recipient's right to demand such compensation; provided that the Company shall not be required to compensate a Lender, Issuing Bank or other Recipient pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 180 days prior to the date that such Lender, Issuing Bank or other Recipient, as the case may be, notifies the Company of the Change in Law or other circumstance giving rise to such increased costs or expenses or reductions and of such Lender's, Issuing Bank's or other Recipient's intention to claim compensation therefor; provided further that if the Change in Law or other circumstance giving rise to such increased costs, expenses or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) If any Lender determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or the applicable lending office of such Lender to make, maintain or fund any EURIBOR Loan or to charge interest with respect to any Loan, or to determine or charge interest rates, based upon the Adjusted EURIBO Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, the applicable currency in the European interbank market, then, upon notice thereof by such Lender to the Company and the Administrative Agent, any obligation of such Lender to make, maintain or fund any EURIBOR Loan, or to continue any EURIBOR Loan, or to charge interest with respect to any Loan, or to determine or charge interest rates, based upon the Adjusted EURIBO Rate, as the case may be, shall be suspended, in each case until such Lender notifies the Administrative Agent and the Company that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the applicable Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay EURIBOR Loans of such Lender either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such EURIBOR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such EURIBOR Loans. Upon any such prepayment, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted.

(f) If any Lender determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or the applicable lending office of such Lender to perform any of its obligations hereunder or under any Loan Document with respect to any Foreign Borrowing Subsidiary or to make, maintain or fund any Loan to any Foreign Borrowing Subsidiary, then, upon notice thereof by such Lender to the

Company and the Administrative Agent, any obligation of such Lender to make, maintain or fund any such Loan (if applicable, in an affected currency), or to continue any such Loan (if applicable, in an affected currency), as the case may be, in each case with respect to such Foreign Borrowing Subsidiary, shall be suspended (and to the extent required by applicable Law, cancelled). Upon receipt of such notice, the applicable Foreign Borrowing Subsidiary shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay any such Loans of such Lender to such Foreign Borrowing Subsidiary, on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted. The applicable Borrower shall also take all reasonable actions requested by the Administrative Agent or such Lender to mitigate or avoid such illegality.

SECTION 2.13. Break Funding Payments. In the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert or continue any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (whether or not such notice may be revoked in accordance with the terms hereof, except any notice that may be revoked in accordance with Section 2.03), (d) the failure to prepay any Term Benchmark Loan on a date specified therefor in any notice of prepayment given by or on behalf of any Borrower (whether or not such notice may be revoked in accordance with the terms hereof) or (e) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.16(b), then, in any such event, the Company shall compensate each Lender for the actual out-of-pocket loss, cost and expense (but not lost profits and not any interest rate "floor" or "CSA" adjustment) attributable to such event (including, to the extent that any of the foregoing Loans are denominated in any Alternative Currency, the actual out-of-pocket loss, cost and expense (but not lost profits) of such Lender attributable to the premature unwinding of any hedging agreement entered into by such Lender in respect to the foreign currency exposure attributable to such Loan). A certificate of any Lender delivered to the Company and setting forth the basis for and, in reasonable detail (to the extent practicable), computation of any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.14. Taxes. (a) Payments Free of Taxes. All payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, subject to paragraph (i) below, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.14) the applicable Lender (or, in the case of any amount received by the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. Subject to Section 2.21(d), the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse the Administrative Agent for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. Subject to Section 2.21(d), the Loan Parties shall indemnify each Recipient, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that, if any Loan Party determines in good faith that a reasonable basis exists for contesting any Taxes for which indemnification has been demanded hereunder, such Recipient will, at the request of the Loan Parties, use reasonable efforts to cooperate with the Loan Parties to obtain a refund of such Taxes (which shall be repaid to the Loan Parties to the extent provided in and in accordance with Section 2.14(g)); provided, however, that (i) such Recipient determines in its good faith judgment that it would not be materially prejudiced by cooperating in such challenge, (ii) the Loan Parties shall pay all actual out-of-pocket expenses of such Recipient arising from such cooperation and (iii) the Loan Parties shall indemnify such Recipient for any liabilities incurred by such Recipient as a result of such challenge. A certificate as to the amount of such payment or liability delivered to the Company by a Lender (with a copy to the Administrative Agent) or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) [reserved].

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Loan Document shall deliver to the Company and the Administrative Agent, at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company and the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing, in respect of any Loan to the Company or any Domestic Borrowing Subsidiary:

(A) any Lender that is a US Person shall deliver to the Company and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed originals of IRS

Form W-9 certifying that such Lender is exempt from US federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Company and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, two executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, withholding Taxes pursuant to such tax treaty;

(2) two executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) two executed originals of a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the applicable Loan Party within the meaning of Section 881(c)(3)(B) of the Code or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and that interest payments on the Loans are not effectively connected with the Lender's conduct of a US trade or business (a "US Tax Compliance Certificate") and (y) two executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where such Foreign Lender is a partnership or a participating Lender), two executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a US Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a US Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of such direct and indirect partner(s);

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in US federal withholding Taxes, duly completed, together with such supplementary documentation as may be

prescribed by applicable law to permit the Company or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) If a payment made to a Lender under any Loan Document would be subject to withholding Taxes imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the Company and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any documentation it previously delivered pursuant to this Section 2.14(f) expires or becomes obsolete or inaccurate in any respect, it shall promptly update such documentation or promptly notify the Company and the Administrative Agent in writing of its legal ineligibility to do so.

(iv) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.14(f).

(v) Notwithstanding anything to the contrary in this Section 2.14(f), a Lender shall not be required to deliver any documentation pursuant to this Section 2.14(f) that such Lender is not legally eligible to deliver.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.14 (including by the payment of additional amounts pursuant to this Section 2.14), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.14 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.14(g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.14(g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.14(g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.14(g) shall not be construed to require any indemnified party to make available its Tax returns (or any

other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Administrative Agent. The Administrative Agent (and any successor or replacement Administrative Agent) shall deliver to the Company on or prior to the date on which it becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Company), whichever of the following is applicable: (1) if the Administrative Agent is a US Person, executed copies of IRS Form W-9 certifying that the Administrative Agent is exempt from U.S. federal backup withholding Tax or (2) if the Administrative Agent is not a US Person, (i) executed copies of IRS Form W-8ECI with respect to payments to be received by it as a beneficial owner and (ii) executed copies of IRS Form W-8IMY (together with required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, certifying that, for such purpose, it is a U.S. branch within the meaning of Treasury Regulation Section 1.1441-1(b)(2)(iv) that has agreed to be treated as a U.S. person for U.S. federal Tax purposes or it is a "qualified intermediary" within the meaning of Treasury Regulation Section 1.1441-1(e)(5) that has assumed primary withholding obligations under the Code, including Chapters 3 and 4 of the Code. The Administrative Agent (or, upon assignment or replacement, any assignee or successor) agrees that if any documentation it previously delivered expires or becomes obsolete, it shall update such documentation or promptly notify the Company in writing of its legal ineligibility to do so.

(i) UK Borrowing Subsidiaries.

(i) Notwithstanding anything in this Agreement to the contrary, a payment shall not be increased under Section 2.14(a) (and no indemnification payment shall be made under Section 2.14(d)) by reason of any deduction or withholding on account of Taxes imposed by the United Kingdom on any payments made by a UK Borrowing Subsidiary with respect to a Loan to such UK Borrowing Subsidiary, if on the date on which the payment falls due (A) the payment could have been made to the relevant Lender without deduction or withholding if such Lender had been a Qualifying Lender, but on such date such Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or concession of any relevant Tax authority, (B) the relevant Lender is a Qualifying Lender solely under clause (a)(i)(B) of the definition of "Qualifying Lender" and (1) an Officer of HM Revenue and Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to such payment and such Lender has received from the relevant UK Borrowing Subsidiary a certified copy of such Direction and (2) the payment could have been made to such Lender without any deduction or withholding in the absence of such Direction, (C) the relevant Lender is a Qualifying Lender solely under clause (a)(i) of the definition of "Qualifying Lender" and (1) the relevant Lender has not given a Tax Confirmation to the UK Borrowing Subsidiary and (2) the payment could have been made to such Lender without any deduction or withholding if such Lender had given a Tax Confirmation to the UK Borrowing Subsidiary, on the basis that the Tax Confirmation would have enabled the UK Borrowing Subsidiary to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA, or (D) the relevant Lender is a Treaty Lender and the UK Borrowing Subsidiary making the payment is able to demonstrate that the payment could have been made to such Lender without the deduction or withholding had such Lender complied with its obligations under paragraph (ii), (iii) or (iv) below.

(ii) Subject to paragraph (iii) below, a Treaty Lender and each UK Borrowing Subsidiary that makes a payment to which such Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for such UK Borrowing Subsidiary to obtain authorization to make such payment without deduction or withholding.

(iii) A Treaty Lender which:

(A) is a Lender on the day in which this Agreement is entered into and that holds a passport under the HMRC DT Treaty Passport Scheme (the "DTTP Scheme") and wishes the DTTP Scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 2.01; and

(B) becomes a Lender after the day in which this Agreement is entered into and that holds a passport under the DTTP Scheme and wishes the DTTP Scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the relevant Assignment and Assumption which it executes on becoming a lender, shall be under no obligation under paragraph (ii) above.

(iv) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (iii) above and (A) a UK Borrowing Subsidiary making a payment to such Lender has not made a Borrower DTTP Filing in relation to such Lender or (B) a UK Borrowing Subsidiary making a payment to such Lender has made a Borrower DTTP Filing in respect of such Lender but: (1) such Borrower DTTP Filing has been rejected by HM Revenue & Customs, (2) HM Revenue & Customs has not given such UK Borrowing Subsidiary authority to make payments to such Lender without deduction or withholding within 60 days of the date of such Borrower DTTP Filing or (3) HM Revenue & Customs has given such UK Borrowing Subsidiary authority to make payments to such Lender without deduction or withholding but such authority has been subsequently revoked or expired, and, in each case, such UK Borrowing Subsidiary has notified such Lender in writing, such Lender and such UK Borrowing Subsidiary shall cooperate in completing any additional procedural formalities necessary for such UK Borrowing Subsidiary to obtain authorization to make such payment without deduction or withholding.

(v) If a Treaty Lender has not confirmed its scheme reference number and jurisdiction of tax residence under paragraph (iii) above, no UK Borrowing Subsidiary shall make a Borrower DTTP Filing or file any other form relating to the DTTP Scheme in respect of such Lender's Commitment or its participation in any Loans or Letters of Credit unless such Lender otherwise agrees.

(vi) A UK Borrowing Subsidiary shall, promptly upon making a Borrower DTTP Filing, deliver a copy of such Borrower DTTP Filing to the Administrative Agent for delivery to the relevant Lender.

(vii) A UK Non-Bank Lender shall promptly notify the UK Borrowing Subsidiary and the Administrative Agent if there is any change in the position from that set out in the Tax Confirmation.

(viii) Each Lender that becomes a party to this Agreement after the day in which this Agreement is entered into shall indicate, in the Assignment and Assumption which it executes on becoming a party, for the benefit of the Administrative Agent and without liability to any UK Borrowing Subsidiary, into which of the following categories it falls:

(A) not a Qualifying Lender;

(B) a Qualifying Lender other than a Treaty Lender; or

(C) a Treaty Lender.

If such Lender fails to indicate its status in accordance with this paragraph (viii), then such Lender shall be treated for the purposes of this Agreement (including by each UK Borrowing Subsidiary) as if it is not a Qualifying Lender until such time as such Lender notifies the Administrative Agent which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the UK Borrowing Subsidiary). For the avoidance of doubt, an Assignment and Assumption which a Lender executes on becoming a party shall not be invalidated by any failure of a Lender to comply with this paragraph (viii).

(j) VAT. (i) All amounts set out or expressed in any Loan Document to be payable by any party to any Loan Document (for the purposes of this paragraph (j), a "party") to any Recipient that (in whole or in part) constitute the consideration for any supply for VAT purposes shall be deemed to be exclusive of any VAT that is chargeable on such supply. Subject to paragraph (ii) below, if VAT is or becomes chargeable on any supply made by any Recipient to any party under any Loan Document and such Recipient is required to account to the relevant Tax authority for such VAT, such party shall pay to such Recipient (in addition to and at the same time as paying any other consideration for such supply), an amount equal to the amount of such VAT (and such Recipient shall promptly provide an appropriate VAT invoice to such party).

(ii) If VAT is or becomes chargeable on any supply made by any Recipient (the "VAT Supplier") to any other Recipient (the "VAT Recipient") under any Loan Document, and any party other than the VAT Recipient (the "VAT Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the VAT Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of such consideration):

(A) to the extent the VAT Supplier is the Person required to account to the relevant Tax authority for the VAT, the VAT Subject Party shall also pay to the VAT Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT, and the VAT Recipient shall, where this paragraph (A) applies, promptly pay to the VAT Subject Party an amount equal to any credit or repayment the VAT Recipient receives from the relevant Tax authority which the VAT Recipient reasonably determines relates to the VAT chargeable on such supply; and

(B) to the extent the VAT Recipient is the Person required to account to the relevant Tax authority for the VAT, the VAT Subject Party shall promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on such supply but only to the extent that the VAT

Recipient reasonably determines that it is not entitled to credit or repayment from the relevant Tax authority in respect of such VAT.

(iii) Where a Loan Document requires any party to reimburse or indemnify any Recipient for any cost or expense, such party shall reimburse or indemnify (as the case may be) such Recipient for the full amount of such cost or expense, including such part thereof as represents VAT, except to the extent that such Recipient reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant Tax authority.

(iv) Any reference in this paragraph (j) to any party shall, at any time when such party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the Person that is treated at that time as making the supply, or (as appropriate) receiving the supply under the grouping rules (as provided for in the Value Added Tax Act 1994 (U.K.) or in Article 11 of the Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union or any other similar provision in any jurisdiction that is not a member state of the European Union)) so that a reference to a party shall be construed as a reference to such party or the relevant group or unity (or fiscal unity) of which such party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of such group or unity (or fiscal unity) at the relevant time (as the case may be).

(v) In relation to any supply made by a Recipient to any party under any Loan Document, if reasonably requested by such Recipient, such party must promptly provide such Recipient with details of such party's VAT registration and such other information as is reasonably requested in connection with such Recipient's VAT reporting requirements in relation to such supply.

(k) For purposes of this Section 2.14, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.15. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Each Borrower shall make each payment required to be made by it hereunder or under any other Loan Document prior to the time required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m., New York City time), on the date when due, in immediately available funds, without any defense, setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to such account as may be specified by the Administrative Agent, except payments to be made directly to any Issuing Bank or the Swingline Lender shall be so made and except that payments pursuant to Sections 2.12, 2.13, 2.14, 10.03 and 10.18 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder of principal or interest in respect of any Loan or LC Disbursement shall, except as otherwise expressly provided herein, be made in the currency of such Loan or LC Disbursement; all other payments hereunder and under each other Loan Document shall be made

in US Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans or participations in LC Disbursements or Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall notify the Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the amount of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amounts of principal of and accrued interest on their Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any other Loan Document (for the avoidance of doubt, as in effect from time to time) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any Person that is an Eligible Assignee (as such term is defined herein from time to time). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that the applicable Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the applicable Borrower has not in fact made such payment, then each of the applicable Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent at (i) if such amount is denominated in US Dollars, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in

accordance with banking industry rules on interbank compensation and (ii) if such amount is denominated in any other currency, the greater of the applicable Alternative Currency Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Administrative Agent, any Issuing Bank or the Swingline Lender, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender pursuant to Section 2.04(b), 2.14(e), 2.15(d), 2.19(d), 2.19(f), 2.20(c) or 10.03(c), in each case in such order as shall be determined by the Administrative Agent in its discretion.

(f) In the event that any financial statements delivered under Section 5.01(a) or 5.01(b), or any Compliance Certificate delivered under Section 5.01(c), shall prove to have been inaccurate, and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual Leverage Ratio), then, if such inaccuracy is discovered prior to the termination of the Commitments and the repayment in full of the principal of all Loans and the reduction of the LC Exposure to zero, the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such misstatement.

SECTION 2.16. Mitigation Obligations; Replacement of Lenders. (a) If any Lender or Issuing Bank requests compensation under Section 2.12, or if any Loan Party is required to pay any Indemnified Taxes or additional amounts to any Lender or Issuing Bank or to any Governmental Authority for the account of any Lender or Issuing Bank pursuant to Section 2.14 (other than additional amounts arising from VAT that are recoverable from any Governmental Authority), then such Lender or such Issuing Bank shall use commercially reasonable efforts to designate a different lending office for funding, booking or issuing its Loans or Letters of Credit hereunder or its participation in any Letter of Credit or Swingline Loan affected by such event, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates if, in the reasonable judgment of such Lender or Issuing Bank, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future (or, in the case of a notice under Section 2.12(e) or 2.12(f), would eliminate the illegality referred to in such Section) and (ii) would not subject such Lender or Issuing Bank to any unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous in any material respect to such Lender or Issuing Bank. The Company hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender or Issuing Bank in connection with any such designation or assignment and delegation within 30 days following the written request of such Lender or Issuing Bank (accompanied by reasonable back-up documentation relating thereto).

(b) If (i) any Lender requests compensation under Section 2.12, is unable to make Loans pursuant to Section 2.12(e) or 2.12(f), (ii) any Loan Party is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14 (other than additional amounts arising from VAT that are recoverable from any Governmental Authority), (iii) any Lender has become a Defaulting Lender, (iv) any Revolving Lender has become an Objecting Lender or (v) any Lender has failed

to consent to a proposed amendment, waiver, discharge or termination that under Section 10.02 requires the consent of all the Lenders (or all the affected Lenders or all the Lenders of the affected Class) and with respect to which the Required Lenders (or, in circumstances where Section 10.02 does not require the consent of the Required Lenders, a Majority in Interest of the Lenders of the affected Class) shall have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.12 or 2.14) and obligations under this Agreement and the other Loan Documents (or, in the case of any such assignment and delegation resulting from a failure to provide a consent, all its interests, rights and obligations under this Agreement and the other Loan Documents as a Lender of a particular Class) to an Eligible Assignee that shall assume such obligations (which may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Company shall have received the prior written consent of the Administrative Agent and, in circumstances where its consent would be required under Section 10.04, each Issuing Bank and the Swingline Lender, which consent, in each case, shall not be unreasonably withheld, conditioned or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and, if applicable, funded participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (if applicable, in each case only to the extent such amounts relate to its interest as a Lender of a particular Class) from the assignee (in the case of such outstanding principal, funded participations and accrued interest and fees) or the Company (in the case of all other amounts), (C) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result (or is reasonably expected to result) in a reduction in such compensation or payments, (D) such assignment does not conflict with applicable law, (E) in the case of any such assignment and delegation resulting from the status of such Revolving Lender as an Objecting Lender, the assignee shall not be an Objecting Lender in respect of the applicable proposed designation of a Borrowing Subsidiary and (F) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and consent and any contemporaneous assignments and delegations and consents, the applicable amendment, waiver, discharge or termination can be effected. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.17. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) the Revolving Commitment Fees shall cease to accrue on the unused amount of the Revolving Commitment of such Defaulting Lender;

(b) the Revolving Commitment, the Revolving Exposure, the Term Commitment and the Term Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 10.02); provided that any amendment, waiver or other

modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 10.02, require the consent of such Defaulting Lender in accordance with the terms hereof;

(c) if any Swingline Exposure or LC Exposure exists at the time any Revolving Lender becomes a Defaulting Lender, then:

(i) the Swingline Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.20(c)) and LC Exposure of such Defaulting Lender (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to which such Defaulting Lender shall have funded its participation as contemplated by Sections 2.19(d) and 2.19(f)) shall be reallocated among the Non-Defaulting Revolving Lenders in accordance with their respective Applicable Percentages but only to the extent that following such reallocation the sum of all Non-Defaulting Revolving Lenders' Revolving Exposures plus such Defaulting Lender's Swingline Exposure (excluding the portion thereof referred to in the parenthetical clause above) and LC Exposure (excluding the portion thereof referred to in the parenthetical clause above) so reallocated does not exceed the sum of all Non-Defaulting Revolving Lenders' Revolving Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower shall within one Business Day following written notice by the Administrative Agent (A) first, prepay the portion of such Defaulting Lender's Swingline Exposure attributable to Swingline Loans made to such Borrower (other than any portion thereof referred to in the parenthetical in such clause (i)) that has not been reallocated and (B) second, cash collateralize for the benefit of the Issuing Banks the portion of such Defaulting Lender's LC Exposure attributable to Letters of Credit issued for the account of such Borrower (other than any portion thereof referred to in the parenthetical in such clause (i)) that has not been reallocated in accordance with the procedures set forth in Section 2.19(m) for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay participation fees to such Defaulting Lender pursuant to Section 2.09(b) with respect to such portion of such Defaulting Lender's LC Exposure for so long as such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if any portion of the LC Exposure of such Defaulting Lender is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.09(a) and 2.09(b) shall be adjusted to give effect to such reallocation; and

(v) if all or any portion of such Defaulting Lender's LC Exposure that is subject to reallocation pursuant to clause (i) above is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all participation fees payable under Section 2.09(b) with respect to such portion of such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such portion of the LC Exposure of such Defaulting Lender attributable to Letters of Credit issued by each Issuing Bank) until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as such Revolving Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or extend any Letter of Credit, unless, in each case, it is satisfied that the related exposure and such Defaulting Lender's then outstanding Swingline Exposure or LC Exposure, as applicable (other than any portion thereof referred to in the parentheticals in clause (i) above), will be fully covered by the Revolving Commitments of the Non-Defaulting Revolving Lenders and/or cash collateral provided by the Borrowers in accordance with clause (c) above, and participating interests in any such funded Swingline Loan or in any such issued, amended or extended Letter of Credit will be allocated among the Non-Defaulting Revolving Lenders in a manner consistent with clause (c)(i) above (and such Defaulting Lender shall not participate therein).

(e) In the event that the Administrative Agent, the Company, the Swingline Lender and each Issuing Bank each agree that a Defaulting Lender that is a Revolving Lender has adequately remedied all matters that caused such Revolving Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Revolving Lenders shall be readjusted to reflect the inclusion of such Revolving Lender's Revolving Commitment and on such date such Revolving Lender shall purchase at par such of the Revolving Loans of the other Revolving Lenders and such funded participations in Swingline Loans and LC Disbursements as the Administrative Agent shall determine to be necessary in order for such Revolving Lender to hold such Revolving Loans and such funded participations in accordance with its Applicable Percentage, and such Revolving Lender shall thereupon cease to be a Defaulting Lender (but shall not be entitled to receive any Revolving Commitment Fees accrued during the period when it was a Defaulting Lender, and all amendments, waivers or modifications effected without its consent in accordance with the provisions of Section 10.02 and this Section during such period shall be binding on it).

(f) In the event that the Administrative Agent and the Company each agree that a Defaulting Lender that is a Term Lender has adequately remedied all matters that caused such Term Lender to be a Defaulting Lender, then on such date such Term Lender shall take such actions as the Administrative Agent may determine to be appropriate in connection with such Term Lender ceasing to be a Defaulting Lender, and such Term Lender shall thereupon cease to be a Defaulting Lender (but all amendments, waivers or modifications effected without its consent in accordance with the provisions of Section 10.02 and this Section during such period shall be binding on it).

(g) The rights and remedies against, and with respect to, a Defaulting Lender under this Section are in addition to, and cumulative and not in limitation of, all other rights and remedies that the Administrative Agent, any Issuing Bank, the Swingline Lender, any other Lender or any Loan Party may at any time have against, or with respect to, such Defaulting Lender.

SECTION 2.18. Incremental Revolving Commitments. (a) The Company may on one or more occasions, by written notice to the Administrative Agent, request the establishment of Incremental Revolving Commitments; provided that the aggregate amount of all the Incremental Revolving Commitments established hereunder shall not exceed US$750,000,000 less, solely during any Non-Investment Grade Covenant Period, the aggregate principal amount of Indebtedness then outstanding under Section 6.01(b)(vii). Each such notice shall specify (i) the date on which the Company proposes that the Incremental Revolving Commitments shall be effective, and (ii) the amount of the Incremental Revolving Commitments being requested (it being agreed that (x) any Lender approached to provide any Incremental Revolving Commitment may elect or decline, in its sole discretion, to provide such Incremental Revolving Commitment and (y) any Person that the Company proposes to become an Incremental Revolving Lender, if such Person is not then a Lender, must be an Eligible Assignee and must be reasonably acceptable to the

Administrative Agent, each Issuing Bank and the Swingline Lender, in each case not to be unreasonably withheld, delayed or conditioned and solely to the extent the consent of the Administrative Agent, the Issuing Banks or the Swingline Lender, as the case may be, would be required for an assignment to such Person pursuant to Section 10.04).

(b) The terms and conditions of any Incremental Revolving Commitment and the Loans and other extensions of credit to be made thereunder shall be identical to those of the Revolving Commitments and the Revolving Loans and other extensions of credit made thereunder, and shall be treated as a single Class with such Revolving Commitments and Revolving Loans.

(c) The Incremental Revolving Commitments shall be effected pursuant to one or more Incremental Facility Agreements executed and delivered by the Company, each Incremental Revolving Lender providing such Incremental Revolving Commitments and the Administrative Agent (with the Administrative Agent hereby agreeing that its consent thereto shall not be unreasonably withheld, conditioned or delayed); provided that no Incremental Revolving Commitments shall become effective unless (i) no Default or Event of Default shall have occurred and be continuing on the date of effectiveness thereof, both immediately prior to and immediately after giving effect to such Incremental Revolving Commitments and the making of any Loans thereunder to be made on such date, (ii) on the date of effectiveness thereof, the representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of such date of effectiveness, except in the case of any such representation or warranty that expressly relates to a prior date, in which case such representation or warranty shall be so true and correct on and as of such prior date, and (iii) the Company shall have delivered to the Administrative Agent such customary legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents and customary reaffirmations by the Guarantors as shall have been reasonably requested by the Administrative Agent in connection with any such transaction. Each Incremental Facility Agreement may, without the consent of any Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent and the Company, to give effect to the provisions of this Section.

(d) Upon the effectiveness of an Incremental Revolving Commitment of any Incremental Revolving Lender, (i) such Incremental Revolving Lender shall be deemed to be a "Revolving Lender" and a "Lender" hereunder, and henceforth shall be entitled to all the rights of, and benefits accruing to, Revolving Lenders and Lenders hereunder and under the other Loan Documents and shall be bound by all agreements, acknowledgements and other obligations of Revolving Lenders and Lenders hereunder and under the other Loan Documents and (ii) (A) such Incremental Revolving Commitment shall constitute (or, in the event such Incremental Revolving Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of such Incremental Revolving Lender and (B) the Aggregate Revolving Commitment shall be increased by the amount of such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time to time as provided herein. For the avoidance of doubt, upon the effectiveness of any Incremental Revolving Commitment, the Applicable Percentages of all the Revolving Lenders shall automatically be adjusted to give effect thereto.

(e) On the date of effectiveness of any Incremental Revolving Commitments, (i) the aggregate principal amount of the Revolving Loans outstanding (the "Existing Revolving Borrowings") immediately prior to the effectiveness of such Incremental Revolving Commitments shall be deemed to be repaid, (ii) each Incremental Revolving Lender that shall have had a Revolving Commitment prior to the effectiveness of such Incremental Revolving Commitments

shall pay to the Administrative Agent in same day funds and in the applicable currency an amount equal to the difference between (A) the product of (1) such Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Incremental Revolving Commitments) multiplied by (2) the amount of each Resulting Revolving Borrowing (as hereinafter defined) and (B) the product of (1) such Lender's Applicable Percentage (calculated without giving effect to the effectiveness of such Incremental Revolving Commitments) multiplied by (2) the amount of each corresponding Existing Revolving Borrowing, (iii) each Incremental Revolving Lender that shall not have had a Revolving Commitment prior to the effectiveness of such Incremental Revolving Commitments shall pay to Administrative Agent in same day funds and in the applicable currency an amount equal to the product of (1) such Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Incremental Revolving Commitments) multiplied by (2) the amount of each Resulting Revolving Borrowing, (iv) after the Administrative Agent receives the funds specified in clauses (ii) and (iii) above, the Administrative Agent shall pay to each Revolving Lender the portion of such funds that is equal to the difference between (A) the product of (1) such Lender's Applicable Percentage (calculated without giving effect to the effectiveness of such Incremental Revolving Commitments) multiplied by (2) the amount of each Existing Revolving Borrowing, and (B) the product of (1) such Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Incremental Revolving Commitments) multiplied by (2) the amount of each corresponding Resulting Revolving Borrowing, (v) after the effectiveness of such Incremental Revolving Commitments, the applicable Borrowers shall be deemed to have requested new Revolving Borrowings (the "Resulting Revolving Borrowings") in amounts and currencies equal to the amount and currencies of the Existing Revolving Borrowings and of the Types and for the Interest Periods specified in a Borrowing Request delivered to the Administrative Agent in accordance with Section 2.03 (and the Company shall, on behalf of all applicable Borrowers, deliver such Borrowing Request), (vi) each Revolving Lender shall be deemed to hold its Applicable Percentage of each Resulting Revolving Borrowing (calculated after giving effect to the effectiveness of such Incremental Revolving Commitments) and (vii) the applicable Borrowers shall pay each Revolving Lender any and all accrued but unpaid interest on its Revolving Loans comprising the Existing Revolving Borrowings. The deemed payments of the Existing Revolving Borrowings made pursuant to clause (i) above shall be subject to compensation by the Borrowers pursuant to the provisions of Section 2.13 if the date of the effectiveness of such Incremental Revolving Commitments occurs other than on the last day of the Interest Period relating thereto.

(f) The Administrative Agent shall notify the Lenders promptly upon receipt by the Administrative Agent of any notice from the Company referred to in paragraph (a) of this Section and of the effectiveness of any Incremental Revolving Commitments, in each case advising the Lenders of the details thereof and of the Applicable Percentages of the Revolving Lenders after giving effect thereto.

SECTION 2.19. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, any Borrower may request any Issuing Bank, and each Issuing Bank agrees, to issue Letters of Credit (or to amend or extend outstanding Letters of Credit) denominated in US Dollars for its own account or, so long as (if such Subsidiary is not a Borrowing Subsidiary) the Company is a joint and several co-applicant with respect thereto, for the account of any Subsidiary, in a form reasonably acceptable to the applicable Issuing Bank, at any time and from time to time during the Revolving Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Company or any Subsidiary to, or entered into by the Company or any Subsidiary with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. The Company unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the account of any

Subsidiary that is not a Borrowing Subsidiary as provided in the first sentence of this paragraph, the Company will be fully responsible for the reimbursement of LC Disbursements, the payment of interest thereon and the payment of fees due under Section 2.09(b) to the same extent as if it were the sole account party in respect of such Letter of Credit (the Company hereby irrevocably waiving, to the extent permitted by applicable law, any defenses that might otherwise be available to it as a guarantor of the obligations of any such Subsidiary that shall be an account party in respect of any such Letter of Credit). Each Existing Letter of Credit shall be deemed, for all purposes of this Agreement (including paragraphs (d) and (f) of this Section), to be a Letter of Credit issued hereunder on the Effective Date for the account of the applicable Borrower; provided that the Company shall be primarily liable for any obligations of any Subsidiary (other than a Borrowing Subsidiary) under any such Letter of Credit. This Section shall not be construed to impose an obligation upon any Issuing Bank to issue any Letter of Credit if (i) any order, judgment or decree of any Governmental Authority shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or, in the case of any Borrowing Subsidiary, shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital or liquidity requirement, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense, in each case for which such Issuing Bank is not otherwise compensated hereunder or (ii) the issuance of such Letter of Credit would violate one or more policies of general applicability of such Issuing Bank. The issuance of Letters of Credit by any Issuing Bank shall be subject to customary procedures of such Issuing Bank. No Issuing Bank shall be required to issue (but if requested as set forth above, may issue) trade Letters of Credit.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit or the amendment or extension of an outstanding Letter of Credit (other than an automatic extension permitted pursuant to paragraph (c) of this Section), the applicable Borrower (or the Company on its behalf) shall deliver to the applicable Issuing Bank and the Administrative Agent, at least five Business Days (or such shorter period as is acceptable to the applicable Issuing Bank) in advance of the requested date of issuance, amendment or extension, a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the identity of the applicable Borrower or Subsidiary, the requested date of issuance, amendment or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to enable the applicable Issuing Bank to prepare, amend or extend such Letter of Credit. If requested by the applicable Issuing Bank, the applicable Borrower (or the Company on its behalf) also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any such request. A Letter of Credit shall be issued, amended or extended only if (and upon each issuance, amendment or extension of any Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension, (i) the LC Exposure attributable to Letters of Credit issued by any Issuing Bank will not, unless otherwise agreed by such Issuing Bank, exceed the LC Commitment of such Issuing Bank, (ii) the aggregate LC Exposure will not exceed US$100,000,000 and (iii) the Revolving Exposure of each Revolving Lender will not exceed its Revolving Commitment.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of issuance of such Letter of Credit (or, in the case of any extension thereof, one year after such extension) (or such longer period

of time as may be agreed to by the applicable Issuing Bank) and (ii) the date that five Business Days prior to the Revolving Maturity Date, unless the relevant Letter of Credit, as of the date specified in this clause (ii), is (x) cash collateralized in an amount equal to 103% of the face amount thereof or (y) backstopped, in each case, pursuant to arrangements reasonably satisfactory to the applicable Issuing Bank (clauses (x) and (y) are collectively referred to as "Letter of Credit Support"); provided that at the request of the applicable Borrower (or the Company on its behalf), any Letter of Credit may contain customary "evergreen" provisions pursuant to which such Letter of Credit will be automatically extended for successive one-year periods (but, in no event, beyond the date referred to in clause (ii) above unless the relevant Letter of Credit is subject to Letter of Credit Support as of such date).

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, the Issuing Bank that is the issuer thereof hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Revolving Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Such payment by the Revolving Lenders shall be made in US Dollars. Each Revolving Lender acknowledges and agrees that (i) its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit, the occurrence and continuance of any Default, any reduction or termination of the Revolving Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Revolving Commitments, and (ii) each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender further acknowledges and agrees that, in issuing, amending or extending any Letter of Credit, the applicable Issuing Bank shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the applicable Borrower deemed made pursuant to Section 4.02 unless, at least two Business Days prior to the time such Letter of Credit is issued, amended or extended (or, in the case of an automatic extension permitted pursuant to paragraph (c) of this Section, at least two Business Days prior to the time by which the election not to extend must be made by the applicable Issuing Bank), a Majority in Interest of the Revolving Lenders shall have notified the applicable Issuing Bank (with a copy to the Administrative Agent) in writing that, as a result of one or more events or circumstances described in such notice, one or more of the conditions precedent set forth in Section 4.02(a) or 4.02(b) would not be satisfied if such Letter of Credit were then issued, amended or extended (it being understood and agreed that, in the event any Issuing Bank shall have received any such notice, no Issuing Bank shall have any obligation to issue, amend or extend any Letter of Credit until and unless it shall be satisfied that the events and circumstances described in such notice shall have been cured or otherwise shall have ceased to exist).

(e) Disbursements. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit issued by it and shall promptly notify the Administrative Agent and the applicable Borrower

by telephone (promptly confirmed by email) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve any Borrower of its obligation to reimburse such LC Disbursement.

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 p.m., New York City time, on the Business Day immediately following the day that such Borrower receives notice of such LC Disbursement, if such Borrower shall have received notice of such LC Disbursement prior to 5:00 p.m., New York City time, on such date, or, if such notice is not received by such Borrower prior to such time on the day of receipt, then not later than 12:00 p.m., New York City time, on the Business Day immediately following the day that such Borrower receives such notice; provided that, if such LC Disbursement is not less than US$1,000,000, the applicable Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.21 that such payment be financed with a Revolving Borrowing or a Swingline Loan in an equivalent amount and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving Borrowing or Swingline Loan. If the applicable Borrower fails to make any such reimbursement payment when due, the applicable Issuing Bank shall notify the Administrative Agent, whereupon the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the amount of the payment then due from such Borrower in respect thereof and such Revolving Lender's Applicable Percentage thereof, and each Revolving Lender shall pay in US Dollars to the Administrative Agent on the date such notice is received its Applicable Percentage of the payment then due from such Borrower, in the same manner as provided in Section 2.04 with respect to Revolving Loans made by such Lender (and Section 2.04 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of a Revolving Loan or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(g) Obligations Absolute. Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (f) of this Section is absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement or any other Loan Document, or any term or provision thereof or hereof, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Revolving Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this

paragraph, constitute a legal or equitable discharge of, or provide a right of setoff against, the applicable Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, the Issuing Banks or any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit, any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any other act, failure to act or other event or circumstance; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that unless a court of competent jurisdiction shall have determined in a final and nonappealable judgment that in making any such determination the applicable Issuing Bank acted with gross negligence, bad faith or willful misconduct, such Issuing Bank shall be deemed to have exercised care in such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the applicable Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the applicable Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (f) of this Section, then Section 2.10(d) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Administrative Agent, for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (f) of this Section to reimburse such Issuing Bank shall be paid to the Administrative Agent for the account of such Revolving Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the applicable Borrower reimburses the applicable LC Disbursement in full.

(i) Designation of Additional Issuing Banks. The Company may, at any time and from time to time, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld, delayed or conditioned), designate as additional Issuing Banks one or more Revolving Lenders that agree to serve in such capacity as provided below. The acceptance by a Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent, executed by the Company, the Administrative Agent and such designated Revolving Lender and, from and after the effective date of such agreement, (i) such Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to include such Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

(j) Termination of an Issuing Bank. The Company may terminate the appointment of any Issuing Bank as an "Issuing Bank" hereunder by providing a written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank acknowledging receipt of such notice and (ii) the 10th Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (or its Affiliates) shall have been reduced to zero. At the time any such termination shall become effective, the applicable Borrowers shall pay all unpaid fees accrued for the account of the terminated Issuing Bank pursuant to Section 2.09(b). Notwithstanding the effectiveness of any such termination, the terminated Issuing Bank shall remain a party hereto and shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such termination, but shall not issue any additional Letters of Credit.

(k) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, (i) report in writing to the Administrative Agent periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions and amendments, all expirations and cancellations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends or extends any Letter of Credit, the date of such issuance, amendment or extension, and the stated amount of the Letters of Credit issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension (and whether the amounts thereof shall have changed), (iii) on any Business Day on which any Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount of such LC Disbursement and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) Exposure Determination. For all purposes of this Agreement (other than for purposes of Section 2.09), the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases (other than any such increase consisting of the reinstatement of an amount previously drawn thereunder and reimbursed), whether or not such maximum stated amount is in effect at the time of determination.

(m) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Administrative Agent or a Majority in Interest of the Revolving Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Company shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders and the Issuing Banks, an amount in US Dollars equal to 103% of the amount of the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company under Section 7.01(h). The Borrowers shall also deposit cash collateral in accordance with this paragraph as and to the extent required by Section 2.08(b) or 2.17(c). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the applicable Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits,

which investments shall be in Cash Equivalents if any such investments are made (it being understood that any such investments shall be at the option and sole discretion of the Administrative Agent and at the applicable Borrower's risk and expense), such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of (A) a Majority in Interest of the Revolving Lenders and (B) in the case of any such application at a time when any Revolving Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the total LC Exposure of all the Defaulting Lenders), the consent of each Issuing Bank), be applied to satisfy other obligations of such Borrower under this Agreement. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Company within three Business Days after all Events of Default have been cured or waived. If the Borrowers are required to provide an amount of cash collateral hereunder pursuant to Section 2.08(b), such amount (to the extent not applied as aforesaid) shall be returned to the Borrowers to the extent that the applicable excess referred to in such Section shall have been eliminated and no Default shall have occurred and be continuing. If the Borrowers provide an amount of cash collateral hereunder pursuant to Section 2.17(c), such amount (to the extent not applied as aforesaid) shall be returned to the Borrowers, upon request of the Borrowers, to the extent that, after giving effect to such return, no Issuing Bank shall have any exposure in respect of any outstanding Letter of Credit that is not fully covered by the Revolving Commitments of the Non-Defaulting Revolving Lenders and/or the remaining cash collateral and no Event of Default shall have occurred and be continuing.

SECTION 2.20. Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans denominated in US Dollars to any Borrower from time to time during the Revolving Availability Period, provided that, after giving effect thereto, (i) the aggregate principal amount of the outstanding Swingline Loans shall not exceed US$50,000,000, (ii) no Lender's Revolving Exposure shall exceed such Lender's Revolving Commitment and (iii) the Aggregate Revolving Exposure shall not exceed the Aggregate Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the applicable Borrower (or the Company on its behalf) shall submit to the Swingline Lender (with a copy to the Administrative Agent) a Swingline Borrowing Request, signed by its Responsible Officer, not later than 1:00 p.m., New York City time, on the day of the proposed Swingline Loan. Each such Swingline Borrowing Request shall be irrevocable and shall specify the name of the applicable Borrower, the requested date (which shall be a Business Day) and the amount of the requested Swingline Loan and the location and number of the account of the applicable Borrower to which funds are to be disbursed or, in the case of any Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.19(f), the identity of the Issuing Bank that has made such LC Disbursement. The Swingline Lender shall make such Swingline Loan available to the applicable Borrower by means of a wire transfer to the account specified in the applicable Swingline Borrowing Request or to the applicable Issuing Bank, as the case may be, by 4:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., New York City time, on any Business Day require the Revolving

Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of the Swingline Loans in which the Revolving Lenders will be required to participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Revolving Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Revolving Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Revolving Lender acknowledges and agrees that, in making any Swingline Loan, the Swingline Lender shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the applicable Borrower deemed made pursuant to Section 4.02, unless, at least two Business Days prior to the time such Swingline Loan was made, the Majority in Interest of the Revolving Lenders shall have notified the Swingline Lender (with a copy to the Administrative Agent) in writing that, as a result of one or more events or circumstances described in such notice, one or more of the conditions precedent set forth in Section 4.02(a) or 4.02(b) would not be satisfied if such Swingline Loan were then made (it being understood and agreed that, in the event the Swingline Lender shall have received any such notice, it shall have no obligation to make any Swingline Loan until and unless it shall be satisfied that the events and circumstances described in such notice shall have been cured or otherwise shall have ceased to exist). Each Revolving Lender further acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.04 with respect to Revolving Loans made by such Revolving Lender (and Section 2.04 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify the applicable Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the applicable Borrower (or other Person on behalf of such Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the applicable Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to repay such Swingline Loan.

(d) The Swingline Lender may be replaced at any time by written agreement among the Company, the Administrative Agent and the successor Swingline Lender. The Administrative Agent shall notify the Revolving Lenders of any such replacement of the Swingline Lender. At the time any such replacement shall become effective, the applicable Borrower shall pay all unpaid interest accrued for the account of the replaced Swingline Lender pursuant to Section 2.10. From and after the effective date of any such replacement, (i) the successor Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter and (ii) references herein to the term

"Swingline Lender" shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the replacement of the Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to its replacement, but shall not make additional Swingline Loans.

SECTION 2.21. Borrowing Subsidiaries. (a) The Company may at any time and from time to time after the Effective Date designate any wholly owned Subsidiary as a Borrowing Subsidiary under the Revolving Facility by delivery to the Administrative Agent of a Borrowing Subsidiary Accession Agreement executed by such Subsidiary and the Company. Promptly upon receipt thereof, the Administrative Agent will advise the Revolving Lenders thereof. Each such Borrowing Subsidiary Accession Agreement shall become effective on the date five Business Days (or such shorter period as may be agreed to by the Company and the Administrative Agent) after it has been delivered to the Administrative Agent (subject to the receipt by each Revolving Lender of any information reasonably requested by it under the USA PATRIOT Act or other "know-your-customer" and/or anti-money laundering rules and regulations (including the Beneficial Ownership Regulation) by a deadline to be set by the Administrative Agent in its reasonable discretion and in consultation with the Company), unless, with respect to the designation of any Foreign Subsidiary (other than a UK Subsidiary), the Administrative Agent shall theretofore have received written notice from any Revolving Lender (an "Objecting Lender"), or the Administrative Agent shall itself have delivered a notice to the Company, that (i) it is unlawful for such Objecting Lender or the Administrative Agent, as the case may be, to make Revolving Loans or other extensions of credit under this Agreement to such Subsidiary as provided herein, (ii) the making of Revolving Loans or other extensions of credit under this Agreement to such Subsidiary could reasonably be expected to subject such Revolving Lender to adverse tax consequences for which it is not reimbursed hereunder, (iii) such Revolving Lender would be required to, or has determined that it would be prudent to, register or file in the jurisdiction of formation, organization or location of such Subsidiary in order to make Revolving Loans or other extensions of credit under this Agreement to such Subsidiary, and such Revolving Lender does not wish to do so or (iv) such Objecting Lender or the Administrative Agent, as the case may be, is prevented by its generally applicable operational or administrative procedures or other generally applicable internal policies from making Revolving Loans or other extensions of credit under this Agreement to Persons organized in the jurisdiction in which such Foreign Subsidiary is organized (a "Notice of Objection"), in which case such Borrowing Subsidiary Accession Agreement shall not become effective unless such Objecting Lender or the Administrative Agent, as the case may be, (i) withdraws such Notice of Objection or (ii) in the case of an Objecting Lender, ceases to be a Lender hereunder, including pursuant to Section 2.16(b); provided that, in the case of the first designation of any UK Subsidiary, each of the Company and the Administrative Agent shall have had the opportunity to have the provisions hereof relating to U.K. Taxes be reviewed by English counsel for such party and, following such review (which each party shall cause to be completed promptly after receiving notice from the Company that it desires to effect such designation), such Borrowing Subsidiary Accession Agreement shall not become effective until the earlier of (A) the provisions of this Agreement relating to U.K. Taxes having been amended in the manner mutually acceptable to the Company and the Administrative Agent or (B) the Company and the Administrative Agent having confirmed in writing to each other that no such amendment is being requested in connection with such designation. Upon the effectiveness of a Borrowing Subsidiary Accession Agreement as provided above, the applicable Subsidiary shall for all purposes of this Agreement be a party hereto and a Borrowing Subsidiary hereunder in respect of the Revolving Facility.

(b) Upon the execution by the Company and delivery to the Administrative Agent of a Borrowing Subsidiary Termination with respect to any Borrowing Subsidiary, such Subsidiary shall cease to be a Borrowing Subsidiary and a party to this Agreement; provided that no Borrowing Subsidiary Termination will become effective as to any Borrowing Subsidiary (other than to terminate such Borrowing Subsidiary's right to request or receive further Revolving Borrowings or Swingline Loans or obtain Letters of Credit under this Agreement) until (i) all Loans made to such Borrowing Subsidiary shall have been repaid and (ii) (A) to the extent the Company is not a joint and several co-applicant with respect thereto, (x) all Letters of Credit issued for the account of such Borrowing Subsidiary shall have expired or been canceled or otherwise terminated (or the Company shall have agreed to become an obligor with respect thereto pursuant to documentation reasonably satisfactory to the applicable Issuing Bank) and (y) all amounts payable in connection with such Letters of Credit by such Borrowing Subsidiary in respect of LC Disbursements and related fees shall have been paid in full and (B) all interest and other fees (and, to the extent notified by the Administrative Agent, any Revolving Lender or any Issuing Bank, any other amounts) payable hereunder by such Borrowing Subsidiary shall have been paid in full. As soon as practicable upon receipt of a Borrowing Subsidiary Termination, the Administrative Agent shall make a copy thereof available to each Revolving Lender.

(c) Each Borrowing Subsidiary hereby irrevocably appoints the Company as its agent for all purposes of this Agreement and the other Loan Documents, including (i) the giving and receipt of notices (including any Borrowing Request and any Interest Election Request) and (ii) the execution and delivery of all documents, instruments and certificates contemplated herein. Each Borrowing Subsidiary hereby acknowledges that any amendment, waiver or other modification to this Agreement or any other Loan Document may be effected as set forth in Section 10.02, that no consent of such Borrowing Subsidiary shall be required to effect any such amendment, waiver or other modification and that such Borrowing Subsidiary shall be bound by this Agreement or any other Loan Document (if it is theretofore a party thereto) as so amended, waived or otherwise modified.

(d) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, it is agreed, and the Loan Documents shall in all circumstances be interpreted to provide, that each Foreign Borrowing Subsidiary is liable only for Loans made to such Foreign Borrowing Subsidiary, interest on such Loans, such Foreign Borrowing Subsidiary's reimbursement obligations with respect to any Letter of Credit issued for its account and for the account of its subsidiaries and interest thereon and its other Obligations, including general fees, reimbursements, indemnities and charges for which it is severally liable hereunder or under any other Loan Document. Nothing in this Agreement or in any other Loan Document (including provisions which purport to impose joint and several liability on a Foreign Borrowing Subsidiary and the other Loan Parties) shall be deemed or operate to cause any Foreign Borrowing Subsidiary to Guarantee or assume liability with respect to any Loan made to the Company or any other Loan Party, any Letters of Credit issued for the account of the Company or any other Subsidiary (other than a subsidiary of such Foreign Borrowing Subsidiary) or other Obligation for which any other Loan Party is the primary obligor. Nothing in this paragraph is intended to limit, nor shall it be deemed to limit, any liability of the Company or any other Loan Party (other than a Foreign Borrowing Subsidiary) for any of the Obligations, whether in its primary capacity as a Borrower, as a guarantor, at law or otherwise.

ARTICLE III

Representations and Warranties

The Company represents and warrants to the Administrative Agent, the Lenders and the Issuing Banks, on the Effective Date and on each other date on which representations and warranties are required to be, or are deemed to be, made under the Loan Documents, that:

SECTION 3.01. Organization. Each of the Company and the other Loan Parties is (a) duly organized and validly existing and (b) to the extent such concept is applicable in the relevant jurisdiction, in good standing under the laws of its jurisdiction of organization, in the case of clause (b) (other than in the case of the Company or any other Borrower), except where the failure to be so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each of the Company and the other Loan Parties is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, such qualification is required, except, in each case, where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.02. Authorization; No Conflict. The Financing Transactions to be entered into by any Loan Party are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. The Financing Transactions do not (a) require any consent or approval of, or registration or filing with, any Governmental Authority, other than any consent, approval, registration or filing that has been obtained or made and is in full force and effect, (b) conflict with (i) any provision of applicable law or any judgment, order or decree that is binding upon the Company or any of its Subsidiaries, (ii) the charter, by-laws or other organizational documents of any Loan Party or (iii) the Indenture or any other agreement, indenture, instrument or other document binding upon the Company or any of its Subsidiaries, or (c) require, or result in, the creation or imposition of any Lien on any material asset of the Company or any of its Subsidiaries (other than Liens in favor of the Administrative Agent created pursuant to any of the Loan Documents), in the case of clauses (a), (b)(i) and (b)(iii), except to the extent that any of the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.03. Enforceability. Each of the Loan Documents to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

SECTION 3.04. Financial Condition. The audited consolidated financial statements of the Company as at the end of and for the Fiscal Year ended August 31, 2021, and the unaudited consolidated financial statements of the Company as at the end of and for the Fiscal Quarter ended November 30, 2021, copies of each of which have been made available to each Lender, were prepared in conformity with GAAP (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) and present fairly, in all material respects, the consolidated financial position of the Company as at such dates and the consolidated results of operations and cash flows of the Company for the periods then ended in conformity with GAAP.

SECTION 3.05. No Material Adverse Change. Since August 31, 2021, there has been no event or condition that has had, or would reasonably be expected to have, material adverse change in the financial condition, operations, assets or business of the Company and its Subsidiaries, taken as a whole.

SECTION 3.06. Litigation. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries (a) involving the Loan Documents or (b) that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.07. Ownership of Properties; Intellectual Property. (a) Each of the Company and its Subsidiaries owns good title to all of its owned properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens except as permitted by Section 6.02, in each case, except (i) for defects in title that, individually or in the aggregate, do not materially interfere with the ordinary conduct of business of the Company or any Subsidiary or (ii) where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Each of the Company and its Subsidiaries owns and possesses or has a license or other right to use all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights and copyrights as are necessary for the conduct of the businesses of the Company and its Subsidiaries, without any infringement upon rights of others, in each case, except where the failure to do so or such infringement would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.08. Compliance with Laws. Each of the Company and its Subsidiaries is in compliance with all laws applicable to it or its property, except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.09. ERISA. (a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable federal or state laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter or opinion letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code or an application for such a letter is currently being processed by the IRS and, to the knowledge of the Company, nothing has occurred that would prevent or cause the loss of such tax-qualified status. As of the date hereof, the Company does not and has not contributed to any Multiemployer Plan.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) there is no pending action, suit or proceeding or any action by any Governmental Authority with respect to any Plan and (ii) there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) no Pension Plan has any unfunded pension liability (i.e., excess of benefit liabilities over the current value of that Pension Plan's assets, determined pursuant to the assumptions used

for funding the Pension Plan for the applicable plan year in accordance with Section 430 of the Code and (iii) neither the Company nor any ERISA Affiliate has engaged in a transaction that would reasonably be expected to be subject to Section 4069 or Section 4212(c) of ERISA.

SECTION 3.10. Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each of the Company and its Subsidiaries is in compliance with all Environmental Laws (including possessing and complying with all permits required thereunder), (b) none of the Company, its Subsidiaries or any of their respective properties or operations is subject to, or has received any written notice of, any order from or agreement with any Governmental Authority (under which the Company or any Subsidiary has any unresolved obligation), or any action, suit or proceeding pending or, to the knowledge of the Company, threatened in writing against the Company or any Subsidiary, relating to or arising out of any Environmental Law and (c) neither the Company nor any of its Subsidiaries has treated, stored, transported or Released any Hazardous Substances on, at, under or from any of its currently or formerly owned, leased or operated real property, or knows of any facts, circumstances or conditions, that would reasonably be expected to result in any Environmental Liability.

SECTION 3.11. Insurance. The properties of each of the Company and its Subsidiaries are insured, with insurance companies the Company believes to be reputable and financially sound, in such amounts (after giving effect to self-insurance) and against such risks as the Company reasonably believes to be prudent in light of the business of the Company and its Subsidiaries and the availability of insurance on a cost-effective basis.

SECTION 3.12. Taxes. Each of the Company and its Subsidiaries have paid all Taxes required to have been paid by them before the same became delinquent or in default, except to the extent (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Company or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP or (b) the failure to make such payment would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.13. Investment Company Act. No Loan Party is an “investment company” within the meaning of, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.14. Margin Regulations. No part of the proceeds of any Loan has been or will be used immediately, incidentally, or ultimately, for any purpose which entails a violation (including on the part of any Lender) of the provisions of Regulation U or Regulation X. The Company is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock.

SECTION 3.15. Solvency. On the Effective Date, immediately after giving effect to the Transactions to occur on such date, (a) the sum of the debt (including contingent liabilities) of the Company and its Subsidiaries, taken as a whole, does not exceed the fair saleable value of the assets (on a going concern basis) of the Company and its Subsidiaries, taken as a whole, (b) the capital of the Company and its Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Company and its Subsidiaries, taken as a whole, contemplated as of the Effective Date and (c) the Company and its Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt as they mature in the ordinary course of business. For the purposes of this Section, the amount of any contingent liability at any time shall be computed as

the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

SECTION 3.16. Information. As of the Effective Date, (a) written information concerning the Company, its Subsidiaries and the CUSIP Acquired Business (other than (x) any financial projections, forecasts, financial estimates and other forward-looking and/or projected information (collectively, the "Projections")) and (y) information of a general economic or industry-specific nature) furnished by the Company, or any of its representatives, to the Administrative Agent, any Arranger or any Lender in connection with the Transactions on or prior to the Effective Date, when taken as a whole and taken together with the Company's publicly available filings with the SEC (in each case, other than any portion thereof under the heading "Risk Factors", "Cautionary Forward-Looking Statements" and any similar cautionary disclosure or disclaimers), does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto theretofore made) and (b) the Projections furnished by the Company, or any of its representatives, to the Administrative Agent, any Arranger or any Lender in connection with the Transactions on or prior to the Effective Date have been prepared in good faith based upon assumptions that are believed by the Company to be reasonable at the time furnished (it being recognized by the Administrative Agent, the Arrangers and the Lenders that the Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the Company's control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material).

SECTION 3.17. Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; Use of Proceeds. The Company has implemented and maintains in effect policies and procedures designed to promote compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions, and the Company, its Subsidiaries and, to the knowledge of the Company, their respective directors, officers, employees and agents are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions in all material respects. None of (a) the Company, any of its Subsidiaries or, to the knowledge of the Company, any of their respective directors or officers, or (b) to the knowledge of the Company, any employee or agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from any of the credit facilities established hereby, is a Sanctioned Person. The Borrowers will use the proceeds of the Loans and the Letters of Credit in compliance with Section 5.08.

SECTION 3.18. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Conditions to Effective Date. The effectiveness of this Agreement and the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 10.02):

(a) The Administrative Agent shall have received from the Company either (i) a counterpart of this Agreement executed on behalf of the Company or (ii) written evidence satisfactory to the Administrative Agent (which, subject to Section 10.06(b), may include any Electronic Signatures transmitted by emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) that the Company has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received from the Company a Borrowing Request in accordance with Section 2.03.

(c) The Administrative Agent shall have received a customary written opinion (addressed to the Administrative Agent, the Lenders and the Issuing Banks and dated the Effective Date) of Cravath, Swaine & Moore LLP, special counsel for the Company.

(d) The Administrative Agent shall have received (i) a certificate of the Company, dated the Effective Date and executed by a secretary, assistant secretary or other Responsible Officer of the Company, which shall (a) certify that (1) attached thereto is a true and complete copy of the certificate of incorporation of the Company, certified by the Secretary of State of the State of Delaware, and that the certificate of incorporation attached thereto has not been amended (except as attached thereto) since the date reflected thereon, (2) attached thereto is a true and correct copy of the bylaws of the Company, together with all amendments thereto as of the Effective Date, and such bylaws are in full force and effect as of the Effective Date and (3) attached thereto is a true and complete copy of the resolutions or written consent of the board of directors of the Company authorizing the execution and delivery of the Loan Documents by the Company, which resolutions or consent have not been modified, rescinded or amended (other than as attached thereto) and are in full force and effect, and (b) identify by name and title and bear the signatures of the officers or other authorized signatories of the Company who are authorized to sign the Loan Documents to which the Company is a party on the Effective Date and (ii) a good standing certificate for the Company as of a recent date from the Secretary of State of the State of Delaware.

(e) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by a Responsible Officer of the Company, certifying as to the satisfaction of the conditions set forth in Sections 4.01(g), 4.01(i) and 4.01(j).

(f) The Administrative Agent shall have received a certificate in the form of Exhibit I from the chief financial officer (or other Responsible Officer with reasonably equivalent responsibilities) of the Company, dated the Effective Date and certifying as to the matters set forth therein.

(g) The CUSIP Acquisition shall have been consummated substantially concurrently with the funding of the Term Loans in all material respects in accordance with the terms of the CUSIP Acquisition Agreement, but without giving effect to any amendment, modification or waiver of the CUSIP Acquisition Agreement by the Company, or any consent under the CUSIP Acquisition Agreement by the Company, in each case, that is materially adverse to the interests of the Lenders, in their capacities as such, without the prior written consent of each of the Arrangers and the Managing Agent, such consent not to be unreasonably withheld, delayed or conditioned (it being understood and agreed that (i) any reduction, when taken together with all prior reductions, of less than 10% in the original consideration for the CUSIP Acquisition will be deemed not to be (and any

such reduction of 10% or more will be deemed to be) materially adverse to interests of the Lenders, in their capacities as such, provided, in the case of any such reduction of less than 10%, that the aggregate principal amount of the Term Facility shall have been reduced on a dollar-for-dollar basis, (ii) any increase, when taken together with all prior increases, of less than 10% in the original consideration for the CUSIP Acquisition will be deemed not to be (and any such increase of 10% or more will be deemed to be, unless funded by the issuance and sale of Capital Stock in the Company) materially adverse to interests of the Lenders, in their capacities as such, (iii) any increase or decrease in the purchase price effected in accordance with the working capital or other purchase price adjustment set forth in the CUSIP Acquisition Agreement will not be materially adverse to the interests of the Lenders, in their capacities as such, (iv) any amendment or modification to the definition of the term "Business Material Adverse Effect" in the CUSIP Acquisition Agreement will be deemed to be materially adverse to the interests of the Lenders, in their capacities as such, and (v) the updating of certain sections of the Seller Disclosure Schedules (as defined in the CUSIP Acquisition Agreement as in effect on December 24, 2021), as such updating is expressly contemplated by the CUSIP Acquisition Agreement as in effect on December 24, 2021, will be deemed not to be materially adverse to the interests of the Lenders, in their capacities as such).

(h) Prior to or substantially concurrently with the funding of the Term Loans, the Existing Credit Agreement Refinancing shall be consummated.

(i) At the time of and immediately after giving effect to the borrowing of Loans on the Effective Date, (i) the Specified CUSIP Acquisition Agreement Representations shall be true and correct to the extent required by the definition of such term and (ii) the Specified Representations shall be true and correct in all material respects (except in the case of any Specified Representation which expressly relates to a given date or period, which Specified Representation shall be true and correct in all material respects as of such date or for such period, as the case may be); provided that to the extent that any Specified Representation is qualified by or subject to a "Material Adverse Effect", "material adverse change" or similar term or qualification, the same shall be so true and correct in all respects.

(j) Except as set forth in, or qualified by any matter set forth in, the Seller Disclosure Schedules (as defined in the CUSIP Acquisition Agreement as in effect on December 24, 2021 and as the Seller Disclosure Schedules are in effect on December 24, 2021) (it being agreed that the disclosure of any matter in any section in the Seller Disclosure Schedules shall be deemed to have been disclosed in any other section in the Seller Disclosure Schedules to which the applicability of such disclosure is reasonably apparent on the face of such disclosure), since December 31, 2020, there has not been, individually or in the aggregate, a Business Material Adverse Effect (as defined in the CUSIP Acquisition Agreement as in effect on December 24, 2021) or any Effect (as defined in the CUSIP Acquisition Agreement as in effect on December 24, 2021) that would reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

(k) The Administrative Agent shall have received, at least three Business Days prior to the Effective Date, all documentation and other information required by regulatory authorities with respect to the Company under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, in each case,

that has been reasonably requested by any Lender in writing at least 10 Business Days in advance of the Effective Date.

(l) All fees and expenses required to be paid on the Effective Date pursuant to the Commitment Letter, the Fee Letters or this Agreement, in the case of expenses, to the extent invoiced at least three Business Days prior to the Effective Date (or such later date to which the Company may agree), shall have been paid.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Conditions to Each Revolving Credit Event. The obligation of each Revolving Lender to make a Revolving Loan on the occasion of each Revolving Borrowing (other than any conversion or continuation of any Revolving Loan), of the Swingline Lender to make a Swingline Loan and of each Issuing Bank to issue, amend or extend any Letter of Credit (other than (i) any amendment or extension of a Letter of Credit that does not increase the face amount of such Letter of Credit and (ii) an automatic extension permitted pursuant to Section 2.19(c)), in each case, after the Effective Date, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date of such Borrowing or the date of such issuance, amendment or extension of such Letter of Credit, as applicable, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date.

(b) At the time of and immediately after giving effect to such Borrowing or such issuance, amendment or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

On the date of any Revolving Borrowing (other than any conversion or continuation of any Revolving Loan) or any Swingline Loan or the issuance, amendment or extension of any Letter of Credit (other than (i) any amendment or extension of a Letter of Credit that does not increase the face amount of such Letter of Credit and (ii) an automatic extension permitted pursuant to Section 2.19(c)), the Company and the applicable Borrower shall be deemed to have represented and warranted that the conditions specified in paragraphs (a) and (b) of this Section have been satisfied.

SECTION 4.03. Conditions to Initial Revolving Credit Event to each Borrowing Subsidiary. The obligations of the Revolving Lenders to make Revolving Loans, of the Swingline Lender to make any Swingline Loan and of the Issuing Banks to issue Letters of Credit hereunder to or for the account of any Borrowing Subsidiary shall not become effective until the date on which each of the following additional conditions shall be satisfied (unless waived in accordance with Section 10.02):

(a) The Administrative Agent shall have received a customary written opinion (addressed to the Administrative Agent, the Revolving Lenders and the Issuing Banks) of counsel to such Borrowing Subsidiary (or, where customary, of counsel to the Administrative Agent).

(b) The Administrative Agent shall have received such customary documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and, if applicable, good standing of such Borrowing Subsidiary, the authorization of the Loan Documents by such Borrowing Subsidiary and the incumbency of the Persons executing any Loan Document on behalf of such Borrowing Subsidiary.

ARTICLE V

Affirmative Covenants

Until the Termination Date, the Company covenants and agrees that:

SECTION 5.01. Financial Reporting. The Company shall furnish to the Administrative Agent (for further delivery to each Lender):

(a) Quarterly Financial Statements. Within 45 days after the end of each of the first three Fiscal Quarters of each of its Fiscal Years (commencing with the first Fiscal Quarter ending after the Effective Date), an unaudited consolidated balance sheet of the Company as at the end of such Fiscal Quarter and related unaudited consolidated statements of income, comprehensive income, stockholders' equity and cash flows of the Company for such Fiscal Quarter and/or the then elapsed portion of the Fiscal Year and, in each case, setting forth in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the prior Fiscal Year, which shall present fairly, in all material respects, the consolidated financial position of the Company as at the dates indicated and the consolidated results of operations and cash flows of the Company for the periods indicated in conformity with GAAP, subject to normal year-end audit adjustments and the absence of certain footnotes.

(b) Annual Financial Statements. Within 90 days after the end of each Fiscal Year (commencing with the first Fiscal Year ending after the Effective Date), an audited consolidated balance sheet of the Company as at the end of such Fiscal Year and related audited consolidated statements of income, comprehensive income, stockholders' equity and cash flows of the Company for such Fiscal Year, accompanied by an audit report thereon of Ernst & Young LLP or another nationally recognized independent registered public accounting firm, which audit report shall not contain any "going concern" or like qualification or exception or any qualification or exception as to the scope of audit and shall state that such financial statements present fairly, in all material respects, the consolidated financial position of the Company as at the dates indicated and the consolidated results of operations and cash flows of the Company for the periods indicated in conformity with GAAP.

(c) Compliance Certificate. Within five days of each delivery of any financial statements pursuant to paragraphs (a) and (b) of this Section, a Compliance Certificate, signed by a Responsible Officer of the Company, setting forth calculations for the period then ended which demonstrate compliance with Section 6.09, calculating the Leverage Ratio for purposes of determining the Applicable Rate and stating that as of the date of such Compliance Certificate no Default or Event of Default exists, or if any Default or Event of Default exists, stating the nature and status thereof.

Information required to be delivered to (i) the Administrative Agent pursuant to paragraph (a) or (b) of this Section or (ii) the Administrative Agent or any Lender pursuant to Section 5.02 may be delivered electronically and shall be deemed to have been delivered on the date on which (A) the Company posts such information (or materials that include such

information), or provides a link thereto, on the Company's website at www.factset.com, (B) such information is publicly posted (or is included in materials that are publicly posted) on the SEC's website at www.sec.gov or (C) such information is posted (or is included in materials that are posted) on the Platform.

SECTION 5.02. Notices; Other Information.

(a) Notice of Default, Litigation or ERISA Event. Promptly after any Responsible Officer of the Company obtains knowledge of:

(i) the occurrence or existence of a Default or Event of Default;

(ii) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against the Company or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed by the Company to the Administrative Agent, that in each case would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(iii) the occurrence of any ERISA Event that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; or

(iv) any development that results in, or would reasonably be expected to result in, a Material Adverse Effect;

the Company shall furnish to the Administrative Agent written notice describing the same and, in the case of clause (i), the action which the Company has taken or proposes to take with respect thereto.

(b) Other Information. The Company shall, promptly following a request by any Lender, deliver to such Lender all documentation and other information with respect to the Company and its Subsidiaries that such Lender reasonably requests in order to comply with its obligations under the applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation. The Company shall promptly following receiving a request therefor from the Administrative Agent, prepare and deliver to the Administrative Agent (for further delivery to each applicable Lender, as the case may be) such other information with respect to the Company or any of its Subsidiaries as from time to time may be reasonably requested by the Administrative Agent (or by any Lender through the Administrative Agent); provided that the Company shall not be required to provide any such information to the extent that the provision thereof would, in the Company's good faith judgment, violate any work product or attorney-client privilege (or result in the loss thereof), violate any law, rule or regulation applicable to the Company and/or any Subsidiary or any obligation of confidentiality to a third party binding on the Company and/or any Subsidiary (so long as such confidentiality obligation was not entered into in contemplation of preventing such information from being provided to the Administrative Agent); provided further that the Company shall provide the Administrative Agent with notice of the existence of any such information that is being withheld.

SECTION 5.03. Books and Records; Inspections. The Company shall, and shall cause each of its Subsidiaries to, keep its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP. The Company shall, and shall cause each of its Subsidiaries to, permit the Administrative Agent (acting

on its own behalf or on behalf of any of the Lenders) or any representative designated by the Administrative Agent, all at the expense of the Company and at mutually agreeable times and upon reasonable prior written notice, to visit and inspect its properties, to examine and make extracts from those portions of its books and records relating to financial condition, and to discuss its financial affairs with its officers; provided that (a) the Administrative Agent may not exercise such rights more often than once in any Fiscal Year, unless an Event of Default has occurred and is continuing and (b) neither the Company nor any Subsidiary shall be required to permit any of the foregoing to the extent that such visit, inspection, examination or discussion would, in the Company's good faith judgment, violate any work product or attorney-client privilege (or result in the loss thereof), violate any law, rule or regulation applicable to the Company and/or any Subsidiary or any obligation of confidentiality to a third party binding on the Company or any Subsidiary (so long as such confidentiality obligation was not entered into in contemplation of preventing such visit, inspection, examination or discussion); provided that the Company shall provide the Administrative Agent with notice of the existence of any such information that is being so withheld.

SECTION 5.04. Maintenance of Property; Maintenance of Insurance. The Company shall, and shall cause each of its Subsidiaries to:

(a) keep all property necessary in the business of the Company or such Subsidiary in working order and condition, ordinary wear and tear and casualty and condemnation excepted, except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and

(b) maintain, with insurance companies the Company believes to be reputable and financially sound, insurance in such amounts (after giving effect to self-insurance) and against such risks as the Company reasonably believes to be prudent in light of the business of the Company and its Subsidiaries and the availability of insurance on a cost-effective basis.

SECTION 5.05. Compliance with Laws. The Company shall, and shall cause each of its Subsidiaries to, comply with all applicable laws, except where failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company shall maintain in effect policies and procedures designed to promote compliance in all material respects by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

SECTION 5.06. Maintenance of Existence; Conduct of Business. Except as provided in Sections 6.03 and 6.05, (a) the Company shall, and shall cause each other Loan Party to, do or cause to be done all things necessary to preserve and maintain its legal existence and (b) each Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, permits, privileges and franchises material to the conduct of the business of the Company and the Subsidiaries, taken as a whole, except, in the case of this clause (b), where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.07. Payment of Taxes. The Company shall, and shall cause each of its Subsidiaries to, pay all Taxes required to be paid by them before the same shall become delinquent or in default, except to the extent (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Company or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP or (b) the failure to make

payment would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.08. Use of Proceeds. (a) The proceeds of the Term Loans will be used by the Company to pay the consideration for the CUSIP Acquisition and to pay fees, costs and expenses incurred in connection with the Transactions and, to the extent of any remaining proceeds thereof, for working capital and other general corporate purposes of the Company and its Subsidiaries. The proceeds of the Revolving Loans and Swingline Loans will be used to finance, in part, the Existing Credit Agreement Refinancing and for working capital and other general corporate purposes of the Company and its Subsidiaries. Letters of Credit will be issued for general corporate purposes of the Company and its Subsidiaries.

(b) No Borrower will request any Loan or Letter of Credit, and no Borrower shall use, and each Borrower shall procure that its subsidiaries shall not use, the proceeds of any Loan or Letter of Credit (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 in violation of any Anti-Corruption Laws or any 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, except to the extent permitted for a Person required to comply with Sanctions.

SECTION 5.09. Guarantee Requirement. If (a) during any Non-Investment Grade Covenant Period, (i) any Subsidiary is formed or acquired and such Subsidiary is a Designated Subsidiary or (ii) any Subsidiary otherwise becomes a Designated Subsidiary (including as a result of becoming a Material Subsidiary) or (b) a Reinstatement Event shall have occurred, the Company shall, within 60 days (or such longer period as the Administrative Agent may agree), notify the Administrative Agent thereof and cause the Guarantee Requirement to be satisfied with respect to such Subsidiary (or in the case of clause (b), with respect to each Designated Subsidiary).

ARTICLE VI

Negative Covenants

Until the Termination Date, the Company covenants and agrees that:

SECTION 6.01. Indebtedness. (a) During any Investment Grade Covenant Period, the Company shall not permit any Subsidiary (other than a Subsidiary Guarantor) to create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents;

(ii) Indebtedness described on Schedule 6.01 and any Refinancing Indebtedness in respect thereof;

(iii) (A) Indebtedness of any Subsidiary (x) incurred to finance the acquisition, construction, repair or improvement of any fixed or capital assets, including any Capital Lease, provided that such Indebtedness is incurred prior to or within 270 days after such acquisition or the completion of such construction, repair or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets, or (y) assumed in connection with the acquisition of any fixed or capital assets, and (B) any Refinancing Indebtedness in respect thereof;

(iv) (A) Indebtedness of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into a Subsidiary in a transaction permitted hereunder), or Indebtedness of any Person that is assumed by any Subsidiary in connection with any Acquisition or similar Investment, in each case, after the Effective Date, provided that such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) or such Acquisition or other Investment is consummated and is not created in contemplation thereof, and (B) any Refinancing Indebtedness in respect thereof;

(v) Indebtedness of any Subsidiary owed to the Company or any other Subsidiary, provided that such Indebtedness shall not have been transferred to any other Person other than the Company or a Subsidiary;

(vi) Guarantees by any Subsidiary of Indebtedness of any other Subsidiary; provided, that a Subsidiary shall not Guarantee Indebtedness of any other Subsidiary that it would not have been permitted to incur under this Section if it were a primary obligor thereon;

(vii) Specified Permitted Indebtedness;

(viii) other Indebtedness (in addition to any Indebtedness permitted pursuant to clauses (i) through (vii) above), provided that at the time of incurrence of such Indebtedness and after giving pro forma effect thereto and to all related transactions, the sum, without duplication, of (A) the aggregate outstanding principal amount of Indebtedness of Subsidiaries permitted by this clause (viii) and (B) the aggregate outstanding principal amount of Indebtedness secured by Liens permitted by Section 6.02(n) does not exceed the greater of (A) US$220,000,000 and (B) 10% of Consolidated Total Assets as of the last day of the then most recently ended Test Period; and

(ix) all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to any Indebtedness of any Subsidiary.

(b) During any Non-Investment Grade Covenant Period, the Company shall not, and shall not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) (A) Indebtedness created under the Loan Documents and (B) any Refinancing Indebtedness in respect thereof;

(ii) (A) Indebtedness of the Company and the Subsidiary Guarantors in respect of the Senior Notes and (B) any Refinancing Indebtedness in respect thereof;

(iii) (A) Indebtedness described on Schedule 6.01 and (B) any Refinancing Indebtedness in respect thereof;

(iv) (A) Indebtedness of the Company or any Subsidiary (1) incurred to finance the acquisition, construction, repair or improvement of any assets, including any Capital Lease, provided that such Indebtedness is incurred prior to or within 270 days after such acquisition or the completion of such construction, repair or improvement and the principal

amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such assets, (2) assumed in connection with the acquisition of any assets or (3) otherwise with respect to Capital Leases (including Capital Leases arising out of Sale/Leaseback Transactions); provided, in the case of this clause (A), that at the time of incurrence or assumption of such Indebtedness and after giving pro forma effect thereto and to all related transactions, the aggregate principal amount of Indebtedness then outstanding under this clause (A), together with the aggregate principal amount of Refinancing Indebtedness then outstanding under clause (B) below, shall not exceed the greater of (x) US$80,000,000 and (y) 3.65% of Consolidated Total Assets as of the last day of the then most recently ended Test Period; and (B) any Refinancing Indebtedness in respect thereof;

(v) (A) Indebtedness of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into the Company a Subsidiary in a transaction permitted hereunder) or Indebtedness assumed by the Company or any Subsidiary in connection with any Acquisition or similar Investment permitted hereunder, in each case, after the Effective Date, provided that (1) such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) or such Acquisition or Investment is consummated and is not created in contemplation thereof, (2) after giving effect thereto and all related transactions (including such Acquisition or Investment) on a Pro Forma Basis, as of the last day of the then most recently ended Test Period, the Company would be in compliance with the Financial Covenant and (3) no Event of Default shall have occurred and be continuing immediately after giving effect to the incurrence of such Indebtedness; and (B) any Refinancing Indebtedness in respect thereof;

(vi) (A) Indebtedness of the Company or any Subsidiary incurred in connection with any Acquisition or similar Investment permitted hereunder after the Effective Date; provided that (1) after giving effect thereto and all related transactions (including such Acquisition or Investment) on a Pro Forma Basis (without "netting" the cash proceeds of the applicable Indebtedness being incurred and assuming the borrowing of the full amount thereof), as of the last day of the then most recently ended Test Period, the Company would be in compliance with the Financial Covenant, (2) no Event of Default shall have occurred and be continuing immediately after giving effect to the incurrence of such Indebtedness and (3) other than in the case of Customary Bridge Loans, the stated final maturity of such Indebtedness shall not be earlier than the latest Maturity Date in effect at the time of incurrence of such Indebtedness; and (B) any Refinancing Indebtedness in respect thereof;

(vii) unsecured Indebtedness of the Company or any Subsidiary Guarantor, provided that (A) the aggregate principal amount of such Indebtedness outstanding at any time shall not exceed the excess of (x) US$750,000,000 less (y) the aggregate amount of the Incremental Revolving Commitments established prior to such time, (B) after giving effect thereto and all related transactions on a Pro Forma Basis (without "netting" the cash proceeds of the applicable Indebtedness being incurred and assuming the borrowing of the full amount thereof) as of the last day of the then most recently ended Test Period, the Company would be in compliance with the Financial Covenant, (C) such Indebtedness complies with the Required Debt Parameters and (D) no Event of Default shall have occurred and be continuing immediately after giving effect to the incurrence of such Indebtedness;

(viii) (A) Indebtedness of the Company or any Subsidiary; provided that (1) after giving effect thereto and all related transactions on a Pro Forma Basis (without "netting" the cash proceeds of the applicable Indebtedness being incurred and assuming the borrowing of the full amount thereof), as of the last day of the then most recently ended Test Period, (x) the Company would be in compliance with the Financial Covenant and (y) the Leverage Ratio would not exceed a level that is 0.50x lower than the maximum Leverage Ratio that is then applicable under Section 6.09(a), (2) such Indebtedness complies with the Required Debt Parameters and (3) no Event of Default shall have occurred and be continuing immediately after giving effect to the incurrence of such Indebtedness; and (B) any Refinancing Indebtedness in respect thereof;

(ix) Indebtedness of the Company or any Subsidiary owing to the Company or any other Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person other than the Company or any Subsidiary and (B) any such Indebtedness of any Loan Party owing to any Subsidiary that is not a Subsidiary Guarantor shall be unsecured and subordinated in right of payment to the Obligations;

(x) Guarantees by the Company or any Subsidiary of Indebtedness of the Company or any Subsidiary that is permitted pursuant to this Section 6.01(b);

(xi) Specified Permitted Indebtedness;

(xii) (A) other Indebtedness of the Company or any Subsidiary; provided that at the time of incurrence of such Indebtedness and after giving pro forma effect thereto and to all related transactions, the aggregate principal amount of Indebtedness then outstanding under this clause (A), together with the aggregate principal amount of Refinancing Indebtedness then outstanding under clause (B) below, shall not exceed the greater of (x) US$170,000,000 and (y) 7.75% of Consolidated Total Assets as of the last day of the then most recently ended Test Period; and (B) any Refinancing Indebtedness in respect thereof;

(xiii) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to any Indebtedness of the Company or any Subsidiary.

SECTION 6.02. Liens. The Company shall not, and shall not permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Lien on any of its property or assets, tangible or intangible, now owned or hereafter acquired, except:

(a) Liens created under the Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of the Company or any Subsidiary existing on the Effective Date and, to the extent such property or assets have a fair market value exceeding US$5,000,000 in the aggregate, set forth on Schedule 6.02; provided that (i) such Lien shall not attach to any other asset of the Company or any Subsidiary (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon), provided that individual financings of the type permitted under Section 6.01(b)(iv) provided by any Person may be cross-collateralized to other financings of such type provided by such Person or its Affiliates, and (ii) such Lien shall secure only those

obligations that it secures on the Effective Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (or, in the case of any such obligations constituting Indebtedness, any Refinancing Indebtedness in respect thereof permitted by Section 6.01);

(d) any Lien existing on any asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any asset of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into the Company or a Subsidiary in a transaction permitted hereunder) after the Effective Date prior to the time such Person becomes a Subsidiary (or is so merged or consolidated); provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary (or such merger or consolidation), (ii) such Lien shall not attach to any other asset of the Company or any Subsidiary (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon and any ancillary rights), provided that individual financings of the type permitted under Section 6.01(b)(iv) provided by any Person may be cross-collateralized to other financings of such type provided by such Person or its Affiliates, and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary (or is so merged or consolidated) and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (or, in the case of any such obligations constituting Indebtedness, any Refinancing Indebtedness in respect thereof permitted by Section 6.01);

(e) Liens on assets acquired, constructed, repaired or improved by the Company or any Subsidiary securing Indebtedness, including Capital Leases, incurred to finance such acquisition, construction, repair or improvement, and any obligations relating thereto not constituting Indebtedness, and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof (or that constitute Refinancing Indebtedness in respect thereof permitted by Section 6.01); provided that such Liens shall not attach to any asset of the Company or any Subsidiary other than the assets financed by such Indebtedness (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon and any ancillary rights (including related contract rights and payment intangibles and other assets related thereto)), provided that individual financings of the type permitted under Section 6.01(b)(iv) provided by any Person may be cross-collateralized to other financings of such type provided by such Person or its Affiliates;

(f) in connection with any Disposition of Capital Stock or other assets in a transaction permitted under Sections 6.03 and, if applicable, 6.05, customary rights and restrictions contained in agreements relating to such Disposition pending the completion thereof;

(g) in the case of (A) any Subsidiary that is not a wholly-owned Subsidiary of the Company or (B) the Capital Stock in any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Capital Stock in such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement or Liens on Capital Stock in such Subsidiary or such other Person securing obligations of such Persons;

(h) Liens on any cash deposits (including as part of any escrow arrangement) made by the Company and/or any of its Subsidiaries in connection with any Acquisition or other Investment, or any Disposition, permitted hereunder;

(i) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(j) Liens on property of any Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Subsidiary permitted under Section 6.01;

(k) Liens in favor of any Loan Party;

(l) Liens on cash and Cash Equivalents used to defease, redeem, satisfy or discharge Indebtedness;

(m) Liens on the proceeds of any Indebtedness incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into a dedicated account to secure such Indebtedness pending the application of such proceeds to finance such transaction, and on cash or Cash Equivalents set aside at the time of the incurrence of such Indebtedness to the extent such cash or Cash Equivalents prefund the payment of interest or fees on such Indebtedness and are held in such dedicated account pending application for such purpose; and

(n) other Liens securing Indebtedness or other obligations; provided that at the time of incurrence of such Indebtedness or obligations and after giving pro forma effect thereto and to all related transactions, the aggregate outstanding principal amount of Indebtedness or other obligations secured by Liens permitted by this clause (n) does not exceed the greater of (x) US$170,000,000 and (y) 7.75% of Consolidated Total Assets as of the last day of the then most recently ended Test Period.

SECTION 6.03. Fundamental Changes; Business Activities.

(a) The Company shall not, and shall not permit any of its Subsidiaries to, merge or consolidate with any other Person, or liquidate, wind-up or dissolve, except that:

(i) any Subsidiary of the Company may merge or consolidate with or into the Company or any Subsidiary, provided that (A) in the case of any such transaction involving the Company, the Company shall be the surviving or continuing Person, (B) in the case of any such transaction involving a Borrowing Subsidiary, such Borrowing Subsidiary (or, in the case of a merger or consolidation of such Borrowing Subsidiary with or into the Company or another Borrowing Subsidiary, the Company or such other Borrowing Subsidiary) shall be the surviving or continuing Person and (C) in the case of any such transaction consummated during any Non-Investment Grade Covenant Period and involving a Subsidiary Guarantor, the surviving or continuing Person shall be a Subsidiary Guarantor (or, in the case of a merger or consolidation of such Subsidiary Guarantor with or into the Company, the Company) or the continuing or surviving Person shall expressly assume the obligations of such Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent;

(ii) any Person (other than the Company or a Subsidiary) may merge or consolidate with or into (A) the Company in a transaction in which the Company is the

surviving or continuing Person or (B) any Subsidiary in a transaction in which such Subsidiary or a Person that becomes a Subsidiary is the surviving or continuing Person, provided that (x) in the case of any such transaction involving a Borrowing Subsidiary, such Borrowing Subsidiary shall be the surviving or continuing Person and (y) in the case of any such transaction consummated during any Non-Investment Grade Covenant Period and involving a Subsidiary Guarantor, the surviving or continuing Person shall be a Subsidiary Guarantor or the continuing or surviving Person shall expressly assume the obligations of such Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent;

(iii) any Subsidiary (other than a Borrowing Subsidiary) may merge or consolidate with or into any Person (other than the Company) in a transaction permitted under Section 6.03(b) and, if consummated during any Non-Investment Grade Covenant Period, 6.05 in which, after giving effect to such transaction, the surviving or continuing Person is not a Subsidiary; and

(iv) any Subsidiary (other than a Borrowing Subsidiary) may liquidate, wind-up or dissolve if the Company determines in good faith that such liquidation, winding-up or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders.

(b) The Company shall not, and shall not permit any of its Subsidiaries to, Dispose of, directly or through any merger or consolidation and whether in one transaction or in a series of transactions, assets (including Capital Stock of Subsidiaries) representing all or substantially all of the assets of the Company and its Subsidiaries (whether now owned or hereafter acquired), taken as a whole (it being understood that this Section 6.03(b) shall not restrict Disposition of assets between or among the Company and the Subsidiaries).

(c) The Company will not permit any Borrowing Subsidiary, for so long as it is a Borrowing Subsidiary, to cease to be a wholly owned Subsidiary of the Company; provided that this Section shall not prohibit any merger or consolidation of a Borrowing Subsidiary consummated in accordance with Section 6.03(a).

(d) The Company shall not, and shall not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses and activities of the type engaged in on the Effective Date (including the business and activities of the CUSIP Business) and businesses and other activities reasonably complementary, related or incidental thereto or that are reasonable extensions, developments or expansions thereof.

SECTION 6.04. Sale/Leaseback Transactions. The Company shall not, and shall not permit any of its Subsidiaries to, enter into any Sale/Leaseback Transaction, except:

(a) Sale/Leaseback Transactions entered into in compliance with Section 6.03(b) and, if consummated during any Non-Investment Grade Covenant Period, Section 6.05;

(b) any Sale/Leaseback Transaction where the applicable lease is for a period not in excess of 36 months (or which may be terminated by the Company or such Subsidiary), including renewals; or

(c) any Sale/Leaseback Transaction if the Company or such Subsidiary, within 360 days after the sale of the applicable property in connection with such Sale/Leaseback Transaction is completed, applies an amount equal to the net cash proceeds (as determined by the Company in good faith) of the sale of such property to (i) the prepayment of any Term Loans outstanding at that time, the repayment of any Revolving Loans outstanding at that time (with a concomitant termination of the Revolving Commitments), the repayment, prepayment, redemption, satisfaction or defeasance of the Senior Notes or other Indebtedness of the Company that is not subordinated in right of payment to the Loans or any Indebtedness of a Subsidiary, (ii) acquire other property or (iii) a combination thereof.

SECTION 6.05. Dispositions. During any Non-Investment Grade Covenant Period, the Company shall not, and shall not permit any Subsidiary to, Dispose of assets (including Capital Stock) having a fair market value in excess of the greater of US$30,000,000 and 1.50% of Consolidated Total Assets as of the last day of the then most recently ended Test Period in a single transaction or in a series of transactions, except:

(a) Dispositions (including of Capital Stock) among the Company and/or any Subsidiary (upon voluntary liquidation or otherwise);

(b) (i) Dispositions of inventory, equipment or other assets in the ordinary course of business (including on an intercompany basis) and (ii) the leasing or subleasing of real property in the ordinary course of business;

(c) Dispositions of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Company, is (i) no longer used or useful in the business of the Company and its Subsidiaries or (ii) otherwise economically impracticable to maintain;

(d) Dispositions of cash and/or Cash Equivalents;

(e) (i) Dispositions permitted under Section 6.03 (other than Section 6.03(a)(iii)) and (ii) Dispositions that constitute or effect (A) Liens permitted by Section 6.02, (B) Sale/Leaseback Transactions permitted by Section 6.04 (other than Section 6.04(a)), (C) Restricted Payments permitted by Section 6.06 and (D) Investments permitted by Section 6.07 (other than Section 6.07(n));

(f) Dispositions of property to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such replacement property;

(g) Dispositions of Investments in any joint venture or any Subsidiary that is not a wholly owned Subsidiary, in each case, to the extent required by, or made pursuant to, buy/sell arrangements between parties to such joint venture or equityholders in such Subsidiary set forth in the joint venture agreement, operating agreement, shareholders agreement or similar agreement governing such joint venture or such Subsidiary;

(h) Dispositions of notes receivable or accounts receivable in the ordinary course of business (including any non-recourse factoring, discount, netting and/or forgiveness thereof) or in connection with the collection or compromise thereof (including pursuant to incentive, supplier finance or similar programs);

(i) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license) (i) the Disposition or termination of which will not materially interfere with the business of the Company and its Subsidiaries, taken as a whole, or (ii) which relate to closed facilities or the discontinuation of any line of business;

(j) (i) any termination of any lease, sublease, license or sublicense in the ordinary course of business (and any related Disposition of improvements made to leased or sub-leased real property resulting therefrom), (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(k) Dispositions of property subject to foreclosure, casualty, condemnation, taking or similar event proceedings;

(l) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(m) (i) licensing, sublicensing or cross-licensing arrangements involving any technology, software or intellectual property of the Company or any Subsidiary in the ordinary course of business and (ii) Dispositions, abandonments, cancellations or lapses of any technology, software or intellectual property, or any issuances or registrations, or any applications for issuances or registrations, of any intellectual property, which, in the good faith determination of the Company, are not material to the conduct of the business of the Company or its Subsidiaries or are no longer economical to maintain in light of their use;

(n) Dispositions of non-core assets (as determined by the Company in good faith) acquired in connection with any Acquisition or similar Investment permitted hereunder and sales of real property and related assets acquired in any Acquisition or similar Investment permitted hereunder; provided, that immediately prior to and after giving effect to such Disposition, no Event of Default shall have occurred and be continuing;

(o) Dispositions made to comply with any order of any Governmental Authority or any applicable law;

(p) terminations or unwinds of Hedging Agreements;

(q) Dispositions of real property and related assets in the ordinary course of business in connection with relocation activities of any Employee Related Person of the Company or any Subsidiary;

(r) any sale of equipment or other assets purchased at the end of an operating lease and resold thereafter;

(s) any Disposition of Capital Stock of any Subsidiary to members of the board of directors (or equivalent body otherwise named) of such Subsidiary in order to qualify members of the board of directors of such Subsidiary, if required by applicable law;

(t) dedications of, or the granting of easements, rights of way, rights of access and/or similar rights, to any Governmental Authority, utility providers, cable or other communication providers and/or other parties that would not reasonably be expected to interfere in any material respect with the operations of the Company and the other Subsidiaries, taken as a whole;

(u) any exchange of assets for services or other assets of comparable or greater value or usefulness to the business of the Company or any other Subsidiary in the ordinary course of business;

(v) any Disposition in a Sale/Leaseback Transaction of any property acquired or built by the Company or any Subsidiary after the Effective Date; provided that such Disposition is for at least fair market value; and

(w) other Dispositions; provided that (i) immediately prior to and after giving effect to such Disposition, no Event of Default shall have occurred and be continuing, (ii) such Disposition is for at least fair market value and (iii) the aggregate fair market value of all assets Disposed of in reliance on this clause (w) shall not exceed (A) in any Fiscal Year, 20% of Consolidated Total Assets as of the last day of the immediately preceding Fiscal Year for which financial statements have been delivered pursuant to Section 5.01(b) (or, prior thereto, as of August 31, 2021, but giving pro forma effect to the CUSIP Acquisition) or (B) since the Effective Date, 40% of the sum of (x) the aggregate fair market value of all assets Disposed of in reliance on this clause (w) and (y) the Consolidated Total Assets as of the last day of the most recent Test Period (giving pro forma effect to the CUSIP Acquisition, but not giving pro forma effect to such Disposition).

Any determination of fair market value for purposes of this Section 6.05 with respect to any Disposition shall be made by the Company in good faith at its election either (x) at the time of the execution of the definitive agreement governing such Disposition or (y) the date on which such Disposition is consummated.

SECTION 6.06. Restricted Payments. During any Non-Investment Grade Covenant Period, the Company shall not make any Restricted Payment, except:

(a) the Company may make Restricted Payments made solely in its Capital Stock;

(b) the Company may repurchase Capital Stock upon the exercise of stock options, warrants or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represent all or a portion of the exercise price of, or tax withholding with respect to, such options, warrants or other securities convertible into or exchangeable for Capital Stock;

(c) the Company may make cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock in the Company;

(d) the Company may make Restricted Payments consisting of (i) payments made or expected to be made in respect of required withholding or similar Taxes with respect to any Employee Related Person of the Company or any Subsidiaries or (ii)

repurchases of Capital Stock in consideration of the payments described in clause (i) above, including demand repurchases in connection with the exercise of stock options;

(e) so long as no Event of Default has occurred, is continuing or would result therefrom, the Company may repurchase, redeem, retire or otherwise acquire for value its Capital Stock held by any Employee Related Person of the Company or any of its Subsidiaries upon the death, disability, retirement or termination of employment of any such Person or otherwise in accordance with any stock option or stock appreciation or similar rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment arrangements or any equity holders' agreement; provided that, except with respect to non-discretionary repurchases, redemptions, retirements or other acquisitions pursuant to the terms of any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment arrangements or any equity holders' agreement, the aggregate amount of all cash and Cash Equivalents paid in respect of all such Restricted Payments in any calendar year shall not exceed US$80,000,000, which amount, to the extent not used in any calendar year, shall be carried forward to the succeeding calendar years;

(f) the Company may make any Restricted Payment with the proceeds of a substantially concurrent issuance and sale of its Capital Stock; and

(g) so long as no Default or Event of Default shall have occurred and be continuing on the date of declaration of such Restricted Payment or would result therefrom if paid on such date, the Company may (i) declare and pay cash dividends and (ii) make in cash other Restricted Payments so long as, in the case of this clause (ii), such Restricted Payments shall have been approved by the board of directors (or equivalent governing body) of the Company.

SECTION 6.07. Investments. During any Non-Investment Grade Covenant Period, the Company shall not, and shall not permit any of its Subsidiaries to, make any Investment in any other Person, except:

(a) Cash Equivalents and Investments that were Cash Equivalents at the time made;

(b) Investments (i) existing on or contemplated as of the Effective Date and set forth on Schedule 6.07, (ii) existing on the Effective Date in the Company or any Subsidiary or (iii) consisting of any modification, replacement, renewal or extension of any Investment described in clause (i) or (ii) above so long as such modification, renewal or extension does not increase the amount of such Investment except by the terms thereof as in effect on the Effective Date and set forth on Schedule 6.07 or as otherwise permitted by this Section 6.07;

(c) Investments in the Company or any Subsidiary;

(d) the CUSIP Acquisition;

(e) any Permitted Acquisition;

(f) Investments received in lieu of cash in connection with any Disposition permitted by Section 6.05;

(g) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(h) loans and advances for moving, entertainment and travel expenses, drawing accounts and similar expenditures or of payroll payments or other compensation, in each case, to any Employee Related Person of the Company or any Subsidiary in the ordinary course of business;

(i) Investments made in connection with any nonqualified deferred compensation plan or arrangement for any Employee Related Person of the Company or its Subsidiaries;

(j) Investments (i) constituting deposits, prepayments and/or other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Company or any Subsidiary;

(k) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers, suppliers, licensors, sublicensors, licensees or sublicensees;

(l) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(m) Investments to the extent that payment therefor is made solely with Capital Stock in the Company or with the proceeds of a substantially concurrent issuance and sale of Capital Stock of the Company;

(n) Investments consisting of Indebtedness permitted under Section 6.01;

(o) (i) Investments held by any Person that becomes a Subsidiary (or that is merged or consolidated with or into the Company or any Subsidiary) after the Effective Date, in each case, to the extent that such Investments were not made in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation) and were in existence on the date such Person became a Subsidiary (or the date of such merger or consolidation) and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) above so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except by the terms thereof as then in effect or as otherwise permitted by this Section 6.07;

(p) (i) Guarantees of leases or subleases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers,

customers, distributors and licensees of the Company or its Subsidiaries, in each case, in the ordinary course of business;

(q) Investments in the form of Hedging Agreements not entered into for speculative purposes;

(r) Investments by the Company and/or any Subsidiary that result solely from the receipt by the Company or such Subsidiary of a dividend or other Restricted Payment in the form of Capital Stock, evidences of Indebtedness or other securities (but not any additions thereto made after the date of the receipt thereof), in each case, without consideration therefor being paid by the Company or any Subsidiary;

(s) Investments consisting of licensing, sublicensing or contribution of any intellectual property pursuant to joint marketing or joint development arrangements with other Persons in the ordinary course of business;

(t) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Investments in any joint ventures or any other Person that is not a Subsidiary, including any such Investments made as required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements entered into in the ordinary course of business; and

(u) Investments by the Company or any of its Subsidiaries in an aggregate amount at any time outstanding not to exceed the greater of (i) US$100,000,000 and (ii) 4.55% of Consolidated Total Assets as of the last day of the then most recently ended Test Period.

SECTION 6.08. Restrictive Agreements. During any Non-Investment Grade Covenant Period, the Company shall not, and shall not permit any of its Subsidiaries to, enter into any agreement that restricts or imposes any condition upon (a) the ability of the Company or any Subsidiary Guarantor to create, incur or permit to exist any Lien upon any of its assets to secure the Obligations or (b) the ability of any Subsidiary that is not a Subsidiary Guarantor to pay dividends or make other distributions to the Company or any Subsidiary Guarantor, other than (i) restrictions and conditions contained in any Loan Document or in definitive documents evidencing or governing any Refinancing Indebtedness in respect of the Loans, (ii) restrictions and conditions contained in the Indenture, as in effect on the Effective Date, or in definitive documents evidencing or governing any other Indebtedness of the Company or any Subsidiary, provided that such restrictions and conditions contained in definitive documents evidencing or governing any such other Indebtedness (when taken as a whole and in the good faith judgment of the Company) are not materially less favorable to the interests of the Lenders than the restrictions and conditions contained in the Indenture as in effect on the Effective Date, (iii) restrictions and conditions existing on the Effective Date and identified on Schedule 6.08 and amendments, extensions and renewals thereof (including any such extension or renewal arising as a result of an extension, renewal or refinancing of any Indebtedness containing such restriction or condition), provided, in each case, that the scope of any such restriction or condition shall not have been expanded in any material respect as a result thereof, (iv) restrictions and conditions contained in agreements relating to a Disposition of a Subsidiary, or a business unit, division, product line or line of business, that are applicable solely pending such Disposition, provided that such restrictions and conditions apply only to the Subsidiaries (and their Capital Stock), or the assets, that are to be Disposed of and such Disposition is permitted hereunder, (v) restrictions and conditions contained in agreements evidencing or governing Indebtedness of any Subsidiary that is not a Subsidiary Guarantor permitted by Section 6.01, provided that such restrictions or conditions apply only to Subsidiaries

that are not Subsidiary Guarantors or any Capital Stock thereof, (vi) restrictions and conditions imposed on a Subsidiary (and any of its subsidiaries) and existing at the time it became a Subsidiary, if such restrictions and conditions were not created in connection with or in anticipation of the transaction or series or transactions pursuant to which such it became a Subsidiary and only to the extent applying to such Subsidiary and its subsidiaries, and amendments, extensions and renewals thereof (including any such extension or renewal arising as a result of an extension, renewal or refinancing of any Indebtedness containing such prohibition or restriction), provided, in each case, that the scope of any such prohibition or restriction shall not have been expanded in any material respect as a result thereof, (vii) in the case of any Subsidiary that is not a wholly owned Subsidiary or the Capital Stock in any Person that is not a Subsidiary, restrictions and conditions imposed by the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement, provided, in each case, that such restrictions and conditions apply only to such Subsidiary and to any Capital Stock in such Subsidiary or to the Capital Stock in such other Person, as applicable, (viii) (A) restrictions and conditions in favor of the State of Connecticut acting by and through its Department of Economic and Community Development (the "DECD") pursuant to a Security Agreement dated as of March 21, 2012, between the DECD and the Company, solely to the extent any such negative pledge relates to the "Collateral" under and as defined in such Security Agreement and (B) other restrictions and conditions under arrangements with any Governmental Authority imposed on the Company or any Subsidiary in connection with government grants, financial aid, subsidies, tax holidays or other similar benefits or economic incentives, (ix) restrictions and conditions existing under or by reason of any applicable law or any applicable rule, regulation, order, license, permit, grant or similar restriction, (x) in the case of clause (a) above, restrictions and conditions contained in agreements evidencing or governing Indebtedness or other obligations secured by Liens permitted by Section 6.02 (other than Sections 6.02(k) and 6.02(n)), in each case, if such restrictions or conditions apply only to the assets subject to such Liens, (x) in the case of clause (a) above, customary provisions in leases and other contracts restricting the assignment thereof and customary restrictions in respect of intellectual property contained in licenses or sublicenses of, or other grants of rights to use or exploit, such intellectual property, (xi) restrictions on cash or deposits or net worth imposed by customers, suppliers or landlords under agreements entered into in the ordinary course of business, (xii) restrictions and conditions that prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a pro rata basis, (xiii) restrictions and conditions arising in any Hedging Agreement and/or any agreement or arrangement relating to Cash Management Services, (xii) restrictions and conditions in any agreement or instrument evidencing or governing any other Indebtedness or obligations of the Company or any Subsidiary, provided that such restrictions and conditions (when taken as a whole and in the good faith judgment of the Company) are on customary market terms for Indebtedness or other obligations of such type and would not reasonably be expected to impair in any material respect the ability of the Company and the other Loan Parties to comply with their obligations under the Loan Documents, and (xiii) restrictions and conditions imposed by any amendment, extension or renewal of any agreement, instrument or obligation referred to in clauses (i) through (xii) above, provided that no amendment, extension or renewal is (when taken as a whole and in the good faith judgment of the Company) materially more restrictive with respect to such restrictions than those in existence prior to such amendment, extension or renewal.

SECTION 6.09. Financial Covenants.

(a) Leverage Ratio. The Company shall not permit the Leverage Ratio as of the last day of any Test Period, commencing with the first Test Period ending after the Effective Date, to exceed, (i) commencing with the Test Period ending on May 31, 2022, 4.00 to 1.00, (ii) commencing with the Test Period ending on August 31, 2023, 3.75 to 1.00 and

(iii) commencing with the Test Period ending on August 31, 2024, 3.50 to 1.00; provided that in the event that the Company or any Subsidiary shall consummate any Qualified Material Acquisition, the Company may, by a notice delivered to the Administrative Agent (which shall furnish a copy thereof to each Lender), increase the maximum Leverage Ratio permitted under this Section by 0.50 to 1.00 with respect to the Fiscal Quarter in which such Qualified Material Acquisition is consummated and the subsequent four consecutive Fiscal Quarters; provided further that the Company may not deliver such notice to the Administrative Agent more than twice since the Effective Date.

(b) Interest Coverage Ratio. During any Non-Investment Grade Covenant Period, the Company shall not permit the Interest Coverage Ratio for any Test Period, commencing with the first Test Period the last Fiscal Quarter of which commenced after the commencement of such Non-Investment Grade Covenant Period, to be less than 3.00 to 1.00.

ARTICLE VII

Events of Default

SECTION 7.01. Defaults. If any of the following events ("Events of Default") shall occur:

(a) Non-Payment of the Loans, Etc. Default in the payment when due of the principal of any Loan, whether at the due date thereof or at a date fixed for prepayment or otherwise, or any reimbursement obligation in respect of any LC Disbursement; or default, and continuance thereof for five Business Days, in the payment when due of any interest, fee or other amount (other than principal or any reimbursement obligation in respect of an LC Disbursement) payable by the Company or any Borrowing Subsidiary hereunder or by any Loan Party under any other Loan Document;

(b) Non-Payment or Default as to Other Indebtedness. Failure to perform any term, provision or condition shall occur, or any other event in the nature of default shall occur, under the terms applicable to any Material Indebtedness and such failure or event shall (i) consist of the failure to make any payment (whether of principal or interest and regardless of amount) in respect of such Material Indebtedness when due, whether by acceleration or otherwise (but after giving effect to any grace period applicable thereto), or (ii) accelerate the maturity of such Material Indebtedness or permit (with or without the giving of notice, but after giving effect to any grace period applicable thereto) the holder or holders thereof, or any trustee or agent for such holder or holders (or, in the case of any Hedging Agreement, the applicable counterparty), to cause such Material Indebtedness to become due and payable (or require the Company or any Subsidiary to prepay, purchase, redeem or defease such Material Indebtedness or, in the case of any Hedging Agreement, to cause the termination thereof) prior to its expressed maturity; provided that that this paragraph (b) shall not apply to (i) any redemption, repurchase, conversion or settlement in respect of Convertible Indebtedness pursuant to its terms (other than any right to convert such Indebtedness into cash that is triggered by an event of default, a change of control or a similar event, however denominated), (ii) any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of, or any casualty or condemnation with respect to, assets securing such Indebtedness, (iii) any prepayment, repurchase, redemption or defeasance of any Acquisition Indebtedness if the related Acquisition is not consummated, (iv) any Indebtedness that becomes due as a result of a voluntary prepayment, repurchase, redemption or defeasance thereof, or any refinancing thereof, permitted under this Agreement or (v) in the case of any Hedging Agreement, termination events

or equivalent events pursuant to the terms of such Hedging Agreement not arising as a result of a default by the Company or any Subsidiary thereunder;

(c) Non-Compliance with Loan Documents. (i) Failure by any Loan Party to comply with or to perform any covenant set forth in Section 5.02(a), 5.06(a) or 5.08 or Article VI or (ii) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other clause of this Section 7.01) and continuance of such failure described in this clause (ii) for 30 days after the receipt by the Company of written notice thereof from the Administrative Agent;

(d) Representations or Warranties. Any representation or warranty made or deemed made by or on behalf of any Loan Party herein or in any other Loan Document, or in any certificate furnished by or on behalf of any Loan Party to the Administrative Agent, any Lender or any Issuing Bank in connection with any of the Loan Documents, shall prove to have been untrue in any material respect when made or deemed made;

(e) Judgments. Final judgments for the payment of money which exceed an aggregate of US$50,000,000 (other than any such judgment covered by insurance (other than under a self-insurance program) provided by an independent insurer to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer) shall be rendered against the Company or any of its Material Subsidiaries and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within 60 days after entry or filing of such judgments;

(f) Invalidity of Loan Documents, Etc. Any material Loan Document shall cease to be in full force and effect (other than in accordance with its terms); or any Loan Party shall contest in any manner the validity, binding nature or enforceability of any material Loan Document (other than, in the case of any Guarantee, upon the release thereof in accordance with its terms or, in the case of any Guarantee provided by any Subsidiary Guarantor, as a result of the release thereof as provided in Section 10.14); or the Parent Guarantee or any other Guarantee purported to be created under any Loan Document shall cease to be in full force or effect (other than in accordance with its terms or, in the case of any Guarantee provided by any Subsidiary Guarantor, as a result of the release thereof as provided in Section 10.14); or any Loan Party shall contest the validity, binding nature or enforceability thereof, or any Loan Party shall deny that it has any further liability thereunder (other than, in the case of any Guarantee, upon the release thereof in accordance with its terms or, in the case of any Guarantee provided by any Subsidiary Guarantor, as a result of the release thereof as provided in Section 10.14);

(g) Change of Control. A Change of Control shall occur;

(h) Bankruptcy, Insolvency, Etc. The Company or any Material Subsidiary applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for the Company or such Material Subsidiary or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the Company or any Material Subsidiary or for a substantial part of the property of any thereof and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding (other than, in the case of any Material Subsidiary that is not a Borrower, a dissolution or liquidation permitted by Section 6.03), is commenced in respect of the Company or any Material Subsidiary, and if such case or proceeding is not commenced by the Company or such Material Subsidiary, it is consented to or

acquiesced in by the Company or such Material Subsidiary, or remains for 60 days undismissed; or the Company or any Material Subsidiary takes any corporate action to authorize, or in furtherance of, any of the foregoing;

(i) Inability to Pay. The Company or any Material Subsidiary becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due; or

(j) ERISA. An ERISA Event shall have occurred that would reasonably be expected to result in a Material Adverse Effect;

then, and in every such event (other than an event with respect to the Company described in paragraph (i) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Revolving Commitments and thereupon the Revolving Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part (but ratably as among the Classes of Loans and the Loans of each Class at the time outstanding), in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Company and each Borrowing Subsidiary hereunder, shall become due and payable immediately, and (iii) require the deposit of cash collateral in respect of LC Exposure as provided in Section 2.19(m), in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company and each Borrowing Subsidiary to the extent permitted by applicable law; and in the case of any event with respect to the Company described in paragraph (i) of this Section, the Revolving Commitments shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Company and each Borrowing Subsidiary hereunder, shall immediately and automatically become due and payable and the deposit of such cash collateral in respect of LC Exposure shall immediately and automatically become due, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company and each Borrowing Subsidiary to the extent permitted by applicable law.

ARTICLE VIII

The Administrative Agent

Each of the Lenders and the Issuing Banks hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors to serve as Administrative Agent under this Agreement and the other Loan Documents, and authorizes the Administrative Agent to take such actions and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender or an Issuing Bank as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the

Company or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents with respect to the Administrative Agent, and the Administrative Agent's duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) the Administrative Agent shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and the Administrative Agent shall not be liable for the failure to disclose, any information relating to the Company, any Subsidiary or any other Affiliate thereof that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own bad faith, gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "notice of default") is given to the Administrative Agent by the Company, any Lender or any Issuing Bank, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, including with respect to the existence and the aggregate amount of any Designated Cash Management Obligations or Designated Hedge Obligations at any time, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. The Administrative Agent neither warrants nor accepts responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to any interest rate used in this Agreement or with respect to any comparable or successor rate thereto, or replacement rate therefor (except such as shall result from the bad faith, gross negligence or willful misconduct of the Administrative Agent as determined by a court of competent jurisdiction in a final and nonappealable judgment).

The Administrative Agent shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). The Administrative Agent also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan or the issuance, amendment or extension of any Letter of Credit that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank, as applicable, unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank, as applicable, prior to the making of such Loan or such event as to such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it with reasonable care, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

For all purposes of this Agreement and the other Loan Documents:

(a) If the Administrative Agent notifies a Lender, an Issuing Bank, a Bank Product Provider or any Person that has received funds on behalf of a Lender, an Issuing Bank or a Bank Product Provider (any such Lender, Issuing Bank, Bank Product Provider or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding paragraph (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, Bank Product Provider or Issuing Bank shall (or, with respect to any Payment Recipient that received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Bank Funding Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this paragraph (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding paragraph (a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount

than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, such Bank Product Provider or such Issuing Bank or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case:

(i) (A) in the case of immediately preceding clause (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender, such Bank Product Provider or such Issuing Bank shall (or, with respect to any Payment Recipient that received such funds on its behalf, shall cause such Payment Recipient to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this paragraph (b).

(c) Each Lender, each Bank Product Provider and each Issuing Bank hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, such Bank Product Provider or such Issuing Bank under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, such Bank Product Provider or such Issuing Bank from any source, against any amount due to the Administrative Agent under paragraph (a) above or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with paragraph (a) above, from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient that received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Company) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any notes evidencing such Loans to the Company or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder solely with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments, which shall survive as to such assigning Lender, and (iv) the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of

the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any Payment Recipient that receives funds on its behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the Loan Documents with respect to each Erroneous Payment Return Deficiency.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Company or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Company or any other Loan Party for the purpose of making any payment hereunder that became subject to such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under paragraphs (a) through (f) above shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

The Administrative Agent may perform any of and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of and all their duties and exercise their rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities as well as activities as the Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any of its sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with bad faith, gross negligence or willful misconduct in the selection of such sub-agents.

Subject to the terms of this paragraph, the Administrative Agent may resign at any time from its capacity as such. In connection with such resignation, the Administrative Agent shall give notice of its intent to resign to the Lenders, the Issuing Banks and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) so long as no Event of Default under Section 7.01(a) or 7.01(h) shall have occurred and be continuing, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, then the retiring Administrative Agent may, on behalf of the Lenders and the

Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If the Person serving as the Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Company and such Person remove such Person as the Administrative Agent and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) so long as no Event of Default under Section 7.01(a) or 7.01(h) shall have occurred and be continuing, appoint a successor. Upon the acceptance of its appointment as the Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed by the Company and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Company, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Loan Document to the retiring Administrative Agent for the account of any Person other than the retiring Administrative Agent shall be made directly to such Person, (ii) all notices and other communications required or contemplated to be given or made to the retiring Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank and (iii) the retiring Administrative Agent may continue to hold, on behalf of the Revolving Lenders and the Issuing Banks, any cash collateral received by it pursuant to Section 2.19(m). Following the effectiveness of the Administrative Agent's resignation or removal from its capacity as such, the provisions of this Article and Section 10.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as the Administrative Agent or while holding cash collateral as contemplated by the immediately preceding sentence.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent, the Arrangers or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arrangers, the Managing Agent or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Each Lender, by delivering its signature page to this Agreement, or delivering its signature page to an Assignment and Assumption or any other document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

In case of the pendency of any proceeding with respect to any Loan Party under any United States (Federal or state) or foreign bankruptcy, insolvency, receivership, winding-up or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Company or any Borrowing Subsidiary) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(h) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Letters of Credit and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim under Sections 2.12, 2.13, 2.14, 10.03 and 10.18) allowed in such judicial proceeding; and

(i) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender (and shall be deemed, by its acceptance of the benefits of the Guarantees of the Obligations provided under the Loan Documents, to have been authorized by each other holder of any Obligations) to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders or other holders of any Obligations, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 10.03).

Except with respect to the exercise of setoff rights of any Lender in accordance with Section 10.08 (or any similar provision in any other Loan Document) or with respect to a Lender's right to file a proof of claim in an insolvency proceeding, no holder of any Obligations (other than the Administrative Agent) shall have any right individually to enforce any Guarantee of the Obligations provided under the Loan Documents, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the holders of the Obligations in accordance with the terms thereof. In furtherance of the foregoing and not in limitation thereof, no agreement relating to any Designated Cash Management Obligations or Designated Hedge Obligations will create (or be deemed to create) in favor of any holder of Obligations that is a party thereto any rights in connection with the management or release of the obligations of any Loan Party under any Loan Document.

Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Corruption Laws or Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (a) any identity verification procedures, (b) any recordkeeping, (c) comparisons with government lists, (d) customer notices or (e) other procedures required under the CIP Regulations or such other laws.

Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true: (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement, (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, (iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) sub-clause (i) of the immediately preceding paragraph is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) of the immediately preceding paragraph, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Notwithstanding anything herein to the contrary, none of the Arrangers, the Syndication Agent or the Managing Agent shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities and exculpatory provisions provided for hereunder or thereunder.

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.14, each Lender shall indemnify and hold harmless the Administrative Agent against, within 10 days after written demand therefor,

all Taxes and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), whether or not Taxes are correctly or legally imposed or asserted. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement, any other Loan Document or otherwise against any amount due the Administrative Agent under this paragraph. For the avoidance of doubt, a "Lender" shall, for purposes of this paragraph, include any Issuing Bank and any Swingline Lender. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders and, except solely to the extent of the Company's express rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Loan Parties shall have any rights as a third party beneficiary of any such provisions.

ARTICLE IX

Parent Guarantee

SECTION 9.01. Parent Guarantee. For valuable consideration, the receipt of which is hereby acknowledged, and to induce the Revolving Lenders and the Swingline Lender to make Revolving Loans or Swingline Loans, as the case may be, to each Borrowing Subsidiary and the Issuing Banks to issue, amend or extend any Letters of Credit for the account of any Borrowing Subsidiary (and the Revolving Lenders to participate in such Letters of Credit as set forth herein), the Company hereby absolutely and unconditionally guarantees prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of any and all existing and future Loan Document Obligations of each Borrowing Subsidiary, whether for principal, interest (including interest accruing after the commencement of any bankruptcy, insolvency or similar proceeding, whether or not allowed as a claim in such proceeding), fees, expenses or otherwise (collectively, the "Guaranteed Borrowing Subsidiary Obligations", and each such Borrowing Subsidiary being an "Obligor" and collectively, the "Obligors").

SECTION 9.02. Waivers. The Company waives, to the extent permitted by applicable law, notice of the acceptance of this Parent Guarantee and of the extension or continuation of the Guaranteed Borrowing Subsidiary Obligations or any part thereof. The Company further waives, to the extent permitted by applicable law, presentment, protest, notice of notices delivered or demand made on any Obligor or action or delinquency in respect of the Guaranteed Borrowing Subsidiary Obligations or any part thereof, including any right to require the Administrative Agent, the Lenders, the Issuing Banks or any other holder of any Guaranteed Borrowing Subsidiary Obligations to sue any Obligor, any other guarantor or any other Person obligated with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof. The Administrative Agent, the Lenders, the Issuing Banks and the other holders of any Guaranteed

Borrowing Subsidiary Obligations shall have no obligation to disclose or discuss with the Company their assessments of the financial condition of the Obligors.

SECTION 9.03. Guarantee Absolute. This Parent Guarantee is a guarantee of payment and not of collection, is intended to have the same effect as if the Company were a primary obligor of the Guaranteed Borrowing Subsidiary Obligations and not merely a surety, and the validity and enforceability of this Parent Guarantee shall be absolute and unconditional irrespective of, and shall not be impaired or affected by any of the following: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Guaranteed Borrowing Subsidiary Obligations or any part thereof or any agreement relating thereto at any time, (b) any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof or any agreement relating thereto, (c) any waiver of any right, power or remedy with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof or any agreement relating thereto, (d) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any other guarantees with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof, or any other obligation of any Person with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof, (e) the enforceability or validity of the Guaranteed Borrowing Subsidiary Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto, (f) the application of payments received from any source to the payment of obligations other than the Guaranteed Borrowing Subsidiary Obligations, any part thereof or amounts which are not covered by this Parent Guarantee even though the Administrative Agent, the Lenders and the Issuing Banks might lawfully have elected to apply such payments to any part or all of the Guaranteed Borrowing Subsidiary Obligations or to amounts which are not covered by this Parent Guarantee, (g) any change in the ownership of any Obligor or the insolvency, bankruptcy or any other change in the legal status of any Obligor, (h) the change in or the imposition of any law, decree, regulation or other governmental act which does or might impair, delay or in any way affect the validity, enforceability or the payment when due of the Guaranteed Borrowing Subsidiary Obligations, (i) the failure of the Company or any Obligor to maintain in full force, validity or effect or to obtain or renew when required all governmental and other approvals, licenses or consents required in connection with the Guaranteed Borrowing Subsidiary Obligations or this Parent Guarantee, or to take any other action required in connection with the performance of all obligations pursuant to the Guaranteed Borrowing Subsidiary Obligations or this Parent Guarantee, (j) the existence of any claim, setoff or other rights which the Company may have at any time against any Obligor, or any other Person in connection herewith or an unrelated transaction, (k) the Administrative Agent's, any Lender's or any Issuing Bank's election, in any case or proceeding instituted under chapter 11 of the United States Bankruptcy Code, of the application of section 1111(b)(2) of the United States Bankruptcy Code, (l) any borrowing, use of cash collateral, or grant of a security interest by the Company, as debtor in possession, under section 363 or 364 of the United States Bankruptcy Code, (m) the disallowance of all or any portion any Person's claims for repayment of the Guaranteed Borrowing Subsidiary Obligations under section 502 or 506 of the United States Bankruptcy Code, or (n) any other circumstances, whether or not similar to any of the foregoing, which could constitute a defense to a guarantor, in each case, whether or not the Company shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (a) through (n) of this Section. It is agreed that the Company's liability hereunder is several and independent of any other guarantees or other obligations at any time in effect with respect to the Guaranteed Borrowing Subsidiary Obligations or any part thereof and that the Company's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guarantees or other obligations or any provision of any applicable law or regulation purporting to prohibit payment by any Obligor of the Guaranteed Borrowing Subsidiary Obligations in the manner agreed upon between the Obligor and the Administrative

Agent, the Lenders, the Issuing Banks and other holders of any Guaranteed Borrowing Subsidiary Obligations.

SECTION 9.04. Acceleration. The Company agrees that, as between the Company on the one hand and the Lenders, the Issuing Banks, the Administrative Agent and the other holders of Guaranteed Borrowing Subsidiary Obligations, on the other hand, the obligations of each Obligor guaranteed under this Article IX may be declared to be forthwith due and payable, or may be deemed automatically to have been accelerated, as provided in Section 7.01 for purposes of this Article IX, notwithstanding any stay, injunction or other prohibition (whether in a bankruptcy proceeding affecting such Obligor or otherwise) preventing such declaration as against such Obligor and that, in the event of such declaration or automatic acceleration, such obligations (whether or not due and payable by such Obligor) shall forthwith become due and payable by the Company for purposes of this Article IX.

SECTION 9.05. Marshaling; Reinstatement. None of the Lenders, the Issuing Banks, the Administrative Agent or any other holder of Guaranteed Borrowing Subsidiary Obligations, or any Person acting for or on behalf of any of the foregoing, shall have any obligation to marshal any assets in favor of the Company or against or in payment of any or all of the Guaranteed Borrowing Subsidiary Obligations. If the Company or any Obligor makes a payment or payments to any Lender, any Issuing Bank, the Administrative Agent or any other holder of any Guaranteed Borrowing Subsidiary Obligation, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to such Borrower, the Company or any other Person, or their respective estates, trustees, receivers or any other party, including the Company, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the part of the Guaranteed Borrowing Subsidiary Obligations which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the time immediately preceding such initial payment, reduction or satisfaction.

SECTION 9.06. Subrogation. Until the Termination Date, the Company shall not exercise any right of subrogation with respect to the Guaranteed Borrowing Subsidiary Obligations, and hereby waives, to the extent permitted by applicable law, any right to enforce any remedy which the Administrative Agent, the Lenders, the Issuing Banks or any other holder of any Guaranteed Borrowing Subsidiary Obligations now has or may hereafter have against the Company, any endorser or any other guarantor of all or any part of the Guaranteed Borrowing Subsidiary Obligations, and the Company hereby waives, to the extent permitted by applicable law, any other liability of any Obligor to the Administrative Agent, the Lenders, the Issuing Banks and/or any other holder of any Guaranteed Borrowing Subsidiary Obligations.

SECTION 9.07. Termination Date. Subject to Section 9.05, this Parent Guarantee shall continue in effect until the Termination Date.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone and subject to paragraph (b) of this Section, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email, as follows:

(i) if to the Company or any Borrowing Subsidiary, as set forth in Schedule 10.01;

(ii) if to the Administrative Agent, as set forth in Schedule 10.01;

(iii) if to the Swingline Lender, as set forth in Schedule 10.01;

(iv) if to any Issuing Bank, to it at its address (or email address) most recently specified by it in a notice delivered to the Administrative Agent and the Company (or, in the absence of any such notice, to the address (or email address) set forth in the Administrative Questionnaire of the Lender that is serving as such Issuing Bank or is an Affiliate thereof); and

(v) if to any Lender, to it at its address (or email address) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; and notices delivered through email or other electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Administrative Agent, the Lenders and the Issuing Banks hereunder may be delivered or furnished, in addition to email, by other electronic communications (including the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by such electronic communication. Any notices or other communications to the Administrative Agent may be delivered or furnished, in addition to email, by other electronic communications pursuant to procedures approved in advance by it; provided that approval of such procedures may be limited or rescinded by such Person by notice to each other such Person. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient; and (ii) notices or communications posted to a Platform shall be deemed received upon the deemed receipt by the intended recipient at its email address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or email address for notices and other communications hereunder by notice to the other parties hereto (or, in the case of any change by a Lender, by notice to the Company and the Administrative Agent).

(d) The Administrative Agent may, but shall not be obligated to, make any Communication by posting such Communication on Debt Domain, IntraLinks, SyndTrak or a similar electronic transmission system (the "Platform"). The Platform is provided "as is" and "as available". Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform, and the Administrative Agent expressly disclaims liability for errors or omissions in the Communications. No warranty of any kind, express, implied

or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to any Loan Party, any Lender, any Issuing Bank or any other Person for damages of any kind (whether in tort, contract or otherwise), arising out of any Loan Party's or the Administrative Agent's transmission of Communications through the Platform except, in the case of direct damages of any Loan Party (but not any indirect, special, incidental or consequential damages), to the extent arising from the Administrative Agent's or such Related Party's bad faith, gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and nonappealable judgment. The Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Platform.

SECTION 10.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) or (c) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the execution and delivery of this Agreement and the making of the Loans or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender, any Issuing Bank or any Affiliate of any of the foregoing may have had notice or knowledge of such Default at the time.

(b) Except as provided in paragraph (c) of this Section, none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company, the Administrative Agent and the Required Lenders and, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Parties that are parties thereto (or, in the case of any Borrowing Subsidiary, by the Company on its behalf), in each case with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon or reduce any fees payable hereunder (other than as a result of any change in the definition, or in any components thereof, of the term "Leverage Ratio"), without the written consent of each Lender directly and adversely affected thereby (other than any waiver of any default interest applicable pursuant to Section 2.10(d)), (iii) postpone the scheduled maturity date of any Loan, or the date of any scheduled payment of the principal amount of any Term Loan under Section 2.07, or the required date of reimbursement of any LC Disbursement, or any date for the payment of any principal, interest or fees payable under any Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby, (iv) change Section 2.15(b) or 2.15(c) in a manner that would alter the pro rata sharing of payments or payment waterfall required thereby without the written consent of each Lender, (v) change any of the provisions of this paragraph or the percentage set forth in the definition of the term "Required Lenders" or "Majority in Interest" or any other provision of any

Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), provided that, with the consent of the Required Lenders, the provisions of this paragraph and the definition of the term "Required Lenders" may be amended to include references to any new class of loans created under this Agreement (or to lenders extending such loans), (vi) change the currency of any Loan of any Lender without the written consent of such Lender, or add any new currency as an Alternative Currency without the written consent of each Revolving Lender, (vii) release (including by limiting liability in respect thereof) the Company from its obligations under the Parent Guarantee without the written consent of each Revolving Lender, (viii) release (including by limiting liability in respect thereof) all or substantially all of the value of the Guarantees created under the Guarantee Agreement without the written consent of each Lender (except as expressly provided in Section 10.14), it being understood that an amendment or other modification of the type of obligations guaranteed under the Guarantee Agreement shall not be deemed to be a release of any Guarantee thereunder, or (ix) change any provisions of this Agreement in a manner that by its express terms adversely affects the rights in respect of payments of, or the conditions precedent to extensions of credit by, Lenders of any Class differently than those of any other Class, without the written consent of Lenders representing a Majority in Interest of each differently affected Class; provided further that no such agreement shall amend, modify, extend or otherwise affect the rights or obligations of the Administrative Agent, any Issuing Bank or the Swingline Lender without the written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be.

(c) Notwithstanding anything to the contrary in paragraph (a) or (b) of this Section:

(i) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Company and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment;

(ii) no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) of the first proviso of paragraph (b) of this Section and then only in the event such Defaulting Lender shall be directly and adversely affected by such amendment, waiver or other modification;

(iii) in the case of any amendment, waiver or other modification referred to in the first proviso of paragraph (b) of this Section, no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of any Lender that receives payment in full of the principal of and interest accrued on each Loan made by such Lender, and all other amounts owing to or accrued for the account of such Lender under this Agreement and the other Loan Documents, at the time such amendment, waiver or other modification becomes effective and whose Commitments terminate by the terms and upon the effectiveness of such amendment, waiver or other modification;

(iv) any amendment, waiver or other modification of this Agreement or any other Loan Document that by its express terms affects the rights or duties hereunder or thereunder of the Lenders of one or more Classes (but not the Lenders of any other Class) may be effected by an agreement or agreements in writing entered into by the Company, the Administrative Agent and the requisite number or percentage in interest of each affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time;

(v) this Agreement and the other Loan Documents may be amended in the manner provided in Sections 2.11(b), 2.18, 2.19(i), 2.19(j) and 2.20(d) and the definition of "LC Commitment", as such term is used in reference to any Issuing Bank, may be modified as contemplated by the definition of such term;

(vi) this Agreement and the other Loan Documents may be amended in the manner provided in Section 2.21 and, in connection with any Borrowing Subsidiary becoming a party hereto, this Agreement (including the Exhibits hereto) may be amended by an agreement in writing entered into by the Company and the Administrative Agent to provide for such technical modifications as they determine to be necessary or advisable in connection therewith;

(vii) an amendment to this Agreement contemplated by the last sentence of the penultimate paragraph of the definition of the term "Applicable Rate" may be made pursuant to an agreement or agreements in writing entered into by the Company, the Administrative Agent and the Required Lenders; and

(viii) the Administrative Agent may, without the consent of any Lender, Issuing Bank or other holder of any Obligations, (A) consent to a departure by any Loan Party from any covenant of such Loan Party set forth in this Agreement or any other Loan Document to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Guarantee Requirement" or (B) amend, waive or otherwise modify any provision in the Guarantee Agreement, or consent to a departure by any Loan Party therefrom, to the extent the Administrative Agent determines that such amendment, waiver, other modification or consent is necessary in order to eliminate any conflict between such provision and the terms of this Agreement.

(d) The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute amendments, waivers or other modifications on behalf of such Lender. Any amendment, waiver or other modification effected in accordance with this Section shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

SECTION 10.03. Expenses; Indemnity; Damage Waiver. (a) The Company shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their Affiliates, including the reasonable and documented fees, charges and disbursements of counsel for any of the foregoing (but limited to a single primary counsel and, if reasonably necessary, a single local counsel in each relevant jurisdiction (including the English counsel referred to in Section 2.21(a)), in each case, for the Administrative Agent, the Arrangers and their Affiliates taken as a whole (which may be a single local counsel acting in multiple jurisdictions)), in connection with the preparation, execution and delivery of the Commitment Letter and the Fee Letters, as well as the preparation, execution, delivery and administration of this Agreement, the other Loan Documents or any amendments, modifications or waivers of the

provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Arranger, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for any of the foregoing (but limited to a single primary counsel and, if reasonably necessary, a single local counsel in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions), in each case, for the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders, taken as a whole), in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent (and any sub-agent thereof), the Arrangers, the Syndication Agent, the Managing Agent, each Lender and each Issuing Bank, and each Related Party of any of the foregoing (each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related out-of-pocket expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee (but limited to a single primary counsel and, if reasonably necessary, a single local counsel in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions), in each case, for the Indemnitees, taken as a whole and, in the case of an actual or perceived conflict of interest, where the party affected by such conflict informs the Company of such conflict and thereafter retains its own counsel, of another firm of primary counsel and, if reasonably necessary, another firm of local counsel in each relevant jurisdiction (which may include a single local counsel acting in multiple jurisdictions) for all affected Indemnitees taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the Commitment Letter, the Fee Letters, this Agreement, the other Loan Documents or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Commitment Letter, the Fee Letters, this Agreement or the other Loan Documents of their obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Substances at, under, on or from any property currently or formerly owned or operated by the Company or any Subsidiary (or Person that was formerly a Subsidiary of any of them), or any other Environmental Liability related in any way to the Company, any Subsidiary (or Person that was formerly a Subsidiary of any of them), or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and whether initiated against or by any party to the Commitment Letter, the Fee Letters, this Agreement or any other Loan Document, any Affiliate of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Parties or (2) a material breach of the obligations of such Indemnitee or its Related Parties under this Agreement or (B) arise from any dispute among the Indemnitees, other than any claim, litigation, investigation or proceeding against the Administrative Agent, any Arranger, the Syndication Agent, the Managing Agent or any other titled person in its capacity or in fulfilling its

role as such and other than any claim, litigation, investigation or proceeding arising out of any act or omission on the part of the Borrowers or any of their Affiliates. Each Indemnitee shall be obligated to refund and return promptly any and all amounts actually paid by the Company to such Indemnitee under this paragraph for any losses, claims, damages, penalties, liabilities or expenses to the extent such Indemnitee is subsequently determined, by a court of competent jurisdiction by final and nonappealable judgment, to not be entitled to payment of such amounts in accordance with the terms of this paragraph (b). This paragraph (b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) To the extent that the Company fails indefeasibly to pay any amount required under paragraph (a) or (b) of this Section to the Administrative Agent (or any sub-agent thereof), any Issuing Bank, the Swingline Lender or any Related Party of any of the foregoing (and without limiting its obligation to do so), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Issuing Bank, the Swingline Lender or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent), such Issuing Bank or the Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), such Issuing Bank or the Swingline Lender. For purposes of this Section, a Lender's "pro rata share" shall be determined based upon its share of the sum of the aggregate amount of the Revolving Loans, unused Revolving Commitments and Term Loans at the time outstanding or in effect (or most recently outstanding or in effect, if none of the foregoing shall be outstanding or in effect at such time).

(d) To the fullest extent permitted by applicable law, no Borrower shall assert, or permit any of its Affiliates or Related Parties to assert, and each Borrower hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent arising from the bad faith, gross negligence or willful misconduct of such Indemnitee or its Related Parties, as determined by a court of competent jurisdiction in a final and nonappealable judgment, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) To the fullest extent permitted by applicable law, the Administrative Agent, the Arrangers, the Issuing Banks, the Lenders, the Syndication Agent and the Managing Agent shall not assert, or permit any of their respective Affiliates or Related Parties to assert, and each of them hereby waives, any claim against the Loan Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that nothing in this paragraph (e) shall limit the Loan Parties' indemnity and reimbursement obligations set forth in this Section or any other Loan Document, including such indemnity and reimbursement obligations with respect to any special, indirect, consequential or punitive damages arising out of, in connection with or as a result of any claim, litigation, investigation or proceeding brought against any Indemnitee by any third party.

(f) All amounts due under this Section shall be payable within 30 days after written demand therefor (together with, in the case of paragraph (a) or (b) of this Section, reasonable backup documentation supporting such demand).

SECTION 10.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) other than as expressly permitted by Section 6.03 with respect to any Borrowing Subsidiary, neither the Company nor any Borrowing Subsidiary may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), sub-agents of the Administrative Agent, Participants (to the extent provided in paragraph (c) of this Section), the Arrangers, the Syndication Agent, the Managing Agent and, to the extent expressly contemplated hereby, the Related Parties of the foregoing) any legal or equitable right, remedy or claim under or by reason of this Agreement. Notwithstanding anything herein to the contrary, no sale, assignment, novation, transfer or delegation by any Lender of any of its rights or obligations under this Agreement or any other Loan Document shall, or shall be deemed, to extinguish any of the rights, benefits or privileges afforded by any Guarantee created under the Loan Documents for the benefit of such Lender in relation to such of its rights or obligations, and all such rights, benefits and privileges shall continue to accrue, to the full extent thereof, for the benefit of the assignee, transferee or delegee of such Lender in connection with each such sale, assignment, novation, transfer and delegation.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments, and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) of:

(A) the Company; provided that no consent of the Company shall be required (1) for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund and (2) if an Event of Default pursuant to Section 7.01(a) or 7.01(h) shall have occurred and be continuing; provided further, in each case, that the Company shall be deemed to have consented to any assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required with respect to assignments to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) in the case of any assignment of all or a portion of any Lender's Revolving Commitment or, as applicable, LC Exposure or Swingline Exposure, each Issuing Bank and each Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than US$5,000,000 unless each of the Company and the Administrative Agent otherwise consents; provided that (1) no such consent of the Company shall be required if an Event of Default pursuant to Section 7.01(a) or 7.01(h) has occurred and is continuing and (2) the Company shall be deemed to have consented to any assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause (B) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform), together with a processing and recordation fee of US$3,500, provided that (x) only one such processing and recordation fee shall be payable in the event of simultaneous assignments from any Lender or its Approved Funds to one or more other Approved Funds of such Lender and (y) such processing and recordation fee may be waived by the Administrative Agent in its sole discretion; and

(D) the assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent any tax forms required by Section 2.14(f) and an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including US (Federal or State) and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.13, 2.14, 9.05, 10.03 and 10.18); provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender having been a Defaulting Lender. Any assignment or transfer by a Lender of rights

or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.04(c).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and records of the names and addresses of the Lenders, and the Commitments of, and principal amount (and related interest amounts) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and, as to entries pertaining to it, any Issuing Bank or Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon receipt by the Administrative Agent of an Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform) executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.14(f) (unless the assignee shall already be a Lender hereunder) and the processing and recordation fee referred to in this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that the Administrative Agent shall not be required to accept such Assignment and Assumption or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment and Assumption lacks any written consent required by this Section or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment and Assumption, any such duty and obligation being solely with the assigning Lender and the assignee. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph, and following such recording, unless otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment and Assumption relating thereto. Each assigning Lender and the assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment and Assumption is otherwise duly completed and in proper form, and each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Administrative Agent that such assignee is an Eligible Assignee. The Administrative Agent shall have no responsibility or liability for an assignment to a Person that is not an Eligible Assignee.

(c) (i) Any Lender may, without the consent of any Borrower, the Administrative Agent, the Swingline Lender or any Issuing Bank, sell participations to one or more Eligible Assignees (each, a "Participant") in all or a portion of such Lender's rights and/or

obligations under this Agreement (including all or a portion of its Commitments and Loans of any Class); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and/or obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that affects such Participant or requires the approval of all the Lenders (or all the Lenders of the applicable Class). The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 (subject to the requirements and limitations therein, including the requirements under Section 2.14(f) (it being understood that the documentation required under Section 2.14(f) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (x) shall be subject to the provisions of Sections 2.15 and 2.16 as if it were an assignee under paragraph (b) of this Section and (y) shall not be entitled to receive any greater payment under Section 2.12 or 2.14 with respect to any participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 2.16(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided that such Participant shall be subject to Section 2.15(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain records of the name and address of each Participant and the principal amounts (and related interest amounts) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or other rights and/or obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that any such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as such) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or grant to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or grant of a security interest; provided that no such

pledge or grant of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 10.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto or thereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any of the Administrative Agent, the Arrangers, the Syndication Agent, the Managing Agent, the Issuing Banks, the Lenders or any Related Party of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document was executed and delivered or any credit was extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.12, 2.13, 2.14, 2.15(d), 9.05, 10.03, 10.18 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and the expiration or termination of the Letters of Credit and the Commitments, the resignation and/or replacement of the Administrative Agent, or the termination of this Agreement or any provision hereof. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, from and after the Termination Date, each Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents (other than for purposes of the Sections set forth in the immediately preceding sentence), and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.19(d) or 2.19(f).

SECTION 10.06. Counterparts; Integration; Effectiveness; Electronic Execution. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of the Commitment Letter or the Fee Letters that by their terms survive the effectiveness of this Agreement, all of which provisions shall remain in full force and effect). Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement, any other Loan Document or any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 10.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document or the transactions contemplated hereby or thereby (each, an "Ancillary Document") that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "execute", "signed," "signature," and words of like import in or relating to this Agreement, any other Loan Document or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an

actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to agree to accept Electronic Signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it. Without limiting the generality of the foregoing, (i) to the extent the Administrative Agent and the Company have agreed to accept any Electronic Signature, the Administrative Agent and the Lenders, the Issuing Banks, the Company and each other Loan Party shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Administrative Agent, any Lender, any Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent, the Company or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto (A) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Issuing Banks, the Company and the other Loan Parties, Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page or any electronic images of this Agreement, any other Loan Document or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) agrees that each of the Administrative Agent, the Lenders, the Issuing Banks, the Company and the other Loan Parties may, at its option, create one or more copies of this Agreement, any other Loan Document and any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document or such Ancillary Document, respectively, including with respect to any signature pages thereto, and (D) waives any claim against the Administrative Agent, any Lender, any Issuing Bank, the Company or any other Loan Party for any losses, claims, damages or liabilities arising solely from the Administrative Agent's and/or any Lender's, any Issuing Bank's, the Company's or any other Loan Party's reliance on or use of Electronic Signatures or transmissions by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages or liabilities arising as a result of the failure of the Administrative Agent, any Lender, any Issuing Bank, the Company or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 10.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and Issuing Bank and each Affiliate of any of the foregoing is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other amounts at any time held and other obligations (in whatever currency) at any time owing by such Lender or Issuing Bank or by such an Affiliate to or for the

credit or the account of the Company or any Borrowing Subsidiary against any of and all the obligations then due of the Company or any Borrowing Subsidiary now or hereafter existing under this Agreement held by such Lender or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations of the Company or such Borrowing Subsidiary are owed to a branch, office or Affiliate of such Lender or Issuing Bank different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and Issuing Bank, and each Affiliate of any of the foregoing, under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Bank or Affiliate may have. Each Lender and Issuing Bank agrees to notify the Company and the Administrative Agent promptly after any such setoff and application; provided that the failure to give notice shall not affect the validity of such setoff and application. Notwithstanding anything to the contrary in this Agreement, in no event will any deposits or other amounts at any time held or other obligations at any time owing by any Lender or Issuing Bank or any of their respective Affiliates to or for the account of any Foreign Borrowing Subsidiary be set off and applied against any obligations under this Agreement of the Company or any Domestic Borrowing Subsidiary.

SECTION 10.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York; provided that (i) the interpretation of the definition of "Business Material Adverse Effect" (as defined in the CUSIP Acquisition Agreement) and/or whether or not a Business Material Adverse Effect has occurred or exists, (ii) the determination of the accuracy of any Specified CUSIP Acquisition Agreement Representations and whether as a result of any breach thereof the Company has the right to terminate its obligations under the CUSIP Acquisition Agreement or to decline to consummate the CUSIP Acquisition, in each case in accordance with the CUSIP Acquisition Agreement and (iii) the determination of whether the CUSIP Acquisition has been consummated in all material respects in accordance with the terms of the CUSIP Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the United States District Court of the Southern District of New York and of the Supreme Court of the State of New York sitting in New York County, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and, subject to the final sentence of this Section, each party hereto hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement or any other Loan Document brought by it or any of its Affiliates shall be brought, and shall be heard and determined, exclusively in such United States District Court or, if that court does not have subject matter jurisdiction, such Supreme Court. Each party hereto agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any suit, action or proceeding relating to this Agreement or any other Loan Document against any Foreign Borrowing Subsidiary or any of its properties in the court of the jurisdiction of organization of such Foreign Borrowing Subsidiary.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Borrowing Subsidiary hereby irrevocably designates, appoints and empowers the Company, and the Company hereby accepts such appointment, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document. Such service may be made by mailing or delivering a copy of such process to any Borrowing Subsidiary in care of the Company at the Company's address used for purposes of giving notices under Section 10.01, and each Borrowing Subsidiary hereby irrevocably authorizes and directs the Company to accept such service on its behalf.

(f) In the event any Foreign Borrowing Subsidiary or any of its assets has or hereafter acquires, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or setoff, such Foreign Borrowing Subsidiary hereby irrevocably agrees not to claim and hereby irrevocably and unconditionally waives such immunity.

SECTION 10.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Related Parties, including accountants,

legal counsel and other agents and advisors, it being understood that the Persons to whom such disclosure is made either are informed of the confidential nature of such Information and instructed to keep such Information confidential or are subject to customary confidentiality obligations of employment or professional practice, (b) to the extent required or requested by any Governmental Authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners) (in which case such Person agrees to inform the Company promptly thereof prior to such disclosure to the extent practicable and not prohibited by applicable law (except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination or regulatory authority)), (c) to the extent required by applicable law or by any subpoena or similar legal process (in which case such Person agrees to inform the Company promptly thereof prior to such disclosure to the extent practicable and not prohibited by applicable law), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document, the enforcement of rights hereunder or thereunder or any Transactions, (f) subject to an agreement containing confidentiality undertakings substantially the same as those of this Section (which shall be deemed to include those required to be made in order to obtain access to information posted on any Platform), to (i) any assignee of or Participant in (or its Related Parties), or any prospective assignee of or Participant in (or its Related Parties), any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to the Company or any Subsidiary and their respective obligations, (g) on a confidential basis to (i) any rating agency in connection with rating the Company or its Subsidiaries or the credit facilities provided for herein or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities provided for herein, (h) with the consent of the Company, (i) to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement or any other Loan Document, provided that such information is limited to the information about this Agreement and the other Loan Documents, or (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Issuing Bank, any Lender or any Affiliate of any of the foregoing on a nonconfidential basis from a source other than the Company or any Subsidiary that is not known by the Administrative Agent, such Lender, such Issuing Bank or such Affiliate to be prohibited from disclosing such Information to such Persons by a legal, contractual, or fiduciary obligation to the Company or any Subsidiary. For purposes of this Section, "Information" means all information received from the Company or any Subsidiary relating to the Company or any Subsidiary or its businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank, any Lender or any Affiliate of any of the foregoing on a nonconfidential basis prior to disclosure by the Company or any Subsidiary; provided that, in the case of information received from the Company or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. It is agreed that, notwithstanding the restrictions of any prior confidentiality agreement binding on the Administrative Agent or any Arranger, such Persons may disclose Information as provided in this Section.

SECTION 10.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the

"Interest Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Interest Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Interest Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Interest Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 10.14. Concerning Subsidiary Guarantors. (a) Notwithstanding anything herein to the contrary, but subject to Section 5.09, the Company may (but is not required to) cause any of its Subsidiaries to become a Subsidiary Guarantor by causing the Guarantee Requirement to be satisfied with respect to such Subsidiary; provided that, in the case of any Foreign Subsidiary, the jurisdiction of organization thereof shall be reasonably satisfactory to the Administrative Agent (with such determination to be made based solely on whether (i) as a result thereof the Lenders or the Administrative Agent shall (x) be subject to any reporting or registration requirements, (y) be exposed to any potential liability as a result of a Guarantee from such Subsidiary or (z) be exposed to any adverse Tax consequences and (ii) such Guarantee will be full and unconditional and enforceable at least to the same extent as the Guarantees by the Domestic Subsidiaries).

(b) Subject to Section 2.04 of the Guarantee Agreement, the Guarantees made under the Guarantee Agreement shall automatically terminate and be released, and each Subsidiary Guarantor shall automatically be released from its obligations thereunder, upon the occurrence of the Termination Date.

(c) The Guarantees made under the Guarantee Agreement shall automatically terminate and be released and each Subsidiary Guarantor shall automatically be released from its obligations thereunder, in each case, upon the occurrence of an Investment Grade Event.

(d) A Subsidiary Guarantor shall automatically be released from its obligations under the Loan Documents (and any Guarantee made by it under the Guarantee Agreement shall automatically terminate and be released) (i) upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Guarantor ceases to be a Subsidiary; provided that if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise, (ii) if any Subsidiary Guarantor qualifies as an Excluded Subsidiary (other than as a result of any transaction not permitted hereunder); provided that if such Subsidiary Guarantor qualifies as an Excluded Subsidiary pursuant to clause (b) of the definition thereof, such Subsidiary Guarantor so qualifies as a result of a bona fide transaction not undertaken for the primary purpose of obtaining the release of such Subsidiary Guarantor from its obligations under the Loan Documents and (iii) in the case of any Subsidiary that became a Subsidiary Guarantor at the election of the Company pursuant to paragraph (a) of this Section and only so long as (x) if such release occurs during a Non-Investment Grade Covenant Period, such Subsidiary is an Excluded Subsidiary and (y) no Event of Default shall have occurred and be continuing or would result therefrom, upon written request of such release made by the Company to the Administrative Agent.

(e) In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense,

all documents (in form and substance reasonably satisfactory to the Administrative Agent) that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent. Each holder of any Obligations irrevocably authorizes the Administrative Agent, at its option and in its discretion, to effect the releases set forth in this Section.

SECTION 10.15. USA PATRIOT Act and Beneficial Ownership Regulation Notice. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act and/or the Beneficial Ownership Regulation it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation.

SECTION 10.16. No Fiduciary Relationship. Each Borrower, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrowers and their Affiliates, on the one hand, and the Administrative Agent, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks or their Affiliates has any obligation to disclose any of such interests to the Borrowers or any of their Affiliates. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it or any of its Affiliates may have against the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks or their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 10.17. Non-Public Information. (a) Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by the Borrowers or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrowers and the Administrative Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including United States (Federal or state) and foreign securities laws.

(b) The Borrowers and each Lender acknowledge that, if information furnished by or on behalf of any Borrower or any other Loan Party pursuant to or in connection with this Agreement or any other Loan Document is being distributed by the Administrative Agent through the Platform, (i) the Administrative Agent may post any information that the Company has indicated as containing MNPI solely on that portion of the Platform designated for Private Side Lender Representatives and (ii) if the Company has not indicated whether any information furnished by it pursuant to or in connection with this Agreement contains MNPI, the Administrative

Agent reserves the right to post such information solely on that portion of the Platform designated for Private Side Lender Representatives.

SECTION 10.18. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto (including each Borrowing Subsidiary) agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each Borrower in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such deficiency.

SECTION 10.19. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Lender or Issuing Bank that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or Issuing Bank party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 10.20. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging

Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "US Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a US Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the US Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a US Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the US Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

FACTSET RESEARCH SYSTEMS INC.

By: /s/ Linda Huber
Name: Linda Huber
Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as a Lender, an Issuing Bank, the Swingline Lender and the Administrative Agent

By: /s/ Robert Novak
Name: Robert Novak
Title: Senior Vice President

BANK OF AMERICA, N.A., as a Lender and an Issuing Bank

By: /s/ Timothy J. Waltman
Name: Timothy J. Waltman
Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President #23310

Exhibit 5.1

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RICHARD HALL
STEPHEN L. BURNS
KATHERINE B. FORREST
KEITH R. HUMMEL
DAVID J. KAPPOS
DANIEL SLIFKIN
ROBERT I. TOWNSEND, III
PHILIP J. BOECKMAN
RONALD E. CREAMER JR.
WILLIAM V. FOGG
FAIZA J. SAEED
THOMAS E. DUNN
MARK I. GREENE
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D. SCOTT BENNETT
TING S. CHEN
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AARON M. GRUBER
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MATTHEW M. KELLY
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KIMBERLEY S. DREXLER
LILLIAN S. GROSSBARD
KIMBERLY A. GROUSSET
ANDREI HARASYMIAK
JESSE M. WEISS
MICHAEL J. ZAKEN

March 1, 2022

FactSet Research Systems Inc.
2.900% Senior Notes due 2027
3.450% Senior Notes due 2032

Ladies and Gentlemen:

We have acted as counsel for FactSet Research Systems Inc., a Delaware corporation (the "Issuer"), in connection with the public offering and sale by the Issuer of $500,000,000 aggregate principal amount of 2.900% Senior Notes due 2027 and $500,000,000 aggregate principal amount of 3.450% Senior Notes due 2032 (together, the "Notes") to be issued pursuant to the Indenture dated as of March 1, 2022 (the "Base Indenture"), among the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the supplemental indenture dated as of March 1, 2022, among the Issuer and the Trustee (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), relating to the Notes.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including: (a) the Indenture; (b) the specimen of the Notes to be issued pursuant to the Indenture; and (c) the Registration Statement on Form S-3 (Registration No. 333-261992) filed with the Securities and Exchange Commission (the "Commission") on January 4, 2022 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration under the Securities Act of the Notes.

In expressing the opinions set forth herein, we have assumed, with your consent and without independent investigation or verification, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies. We also have assumed, with your consent, that the Indenture has been duly authorized, executed and delivered by the Trustee and that the Notes conform to the form of Note examined by us. We have relied, with respect to factual matters, on statements of public officials and officers and other representatives of the Issuer.

Based on the foregoing and subject to the qualifications set forth herein, we are of opinion as follows:

1. The Notes have been duly authorized by the Issuer and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, dated February 15, 2022 (the "Underwriting Agreement"), among the Issuer and BofA Securities, Inc. and PNC Capital Markets LLC, as Representatives of the several Underwriters listed in Schedule A to the Underwriting Agreement, will constitute legal, valid and binding obligations of the Issuer (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the caption "Validity of the Notes" in the prospectus constituting a part of the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ CRAVATH, SWAINE & MOORE LLP

FactSet Research Systems Inc.
45 Glover Avenue
Norwalk, Connecticut 06850

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FactSet Completes Acquisition of CUSIP Global Services

NORWALK, Conn., March 1, 2022 (GLOBE NEWSWIRE) -- FactSet (NYSE:FDS) (NASDAQ:FDS), a global provider of integrated financial information, analytical applications and industry-leading services, today announced the successful completion of its acquisition of CUSIP Global Services (CGS) from S&P Global Inc. for approximately $1.925 billion. The acquisition was previously announced on December 27, 2021 and will significantly expand FactSet's critical role in the global capital markets.

As part of FactSet, CGS will continue to carefully steward the CUSIP system in close partnership with the American Bankers Association.

In addition, FactSet today closed its offering of 2.90% senior notes due 2027 and 3.45% senior notes due 2032, which was launched and priced on February 15, 2022, and entered into new senior term and revolving credit facilities. The net proceeds of the senior notes offering, together with borrowings under FactSet's new senior credit facilities and cash on hand, were used to (a) finance the consideration for the CGS acquisition, (b) repay FactSet's prior revolving facility, and (c) pay transaction fees and expenses related to the CGS acquisition, the notes offering and the new credit facilities.

Effective today, FactSet's financial results will include CGS, which will function as a part of FactSet's Content and Technology Solutions (CTS) business. FactSet expects to provide updated full year fiscal 2022 guidance, inclusive of the impact of CGS, in its second quarter 2022 earnings release on March 24, 2022.

Forward-Looking Statements

This news release contains forward-looking statements based on management's current expectations, assumptions, estimates, forecasts and projections about industries in which we operate, our future performance, future events and circumstances, and the beliefs and assumptions of management. All statements that address expectations, guidance, outlook or projections about the future, including statements about our strategy for growth, product development, revenues, future financial results, anticipated growth, market position, subscriptions, expected expenditures, trends in our business and financial results, are forward-looking statements. Forward-looking statements may be identified by words like "expects," "believes," "anticipates," "plans," "intends," "estimates," "projects," "should," "indicates," "continues," "may" and similar expressions. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. These statements include, but are not limited to, statements about the CGS transaction. Many factors, including those discussed more fully in our filings with the Securities and Exchange Commission, particularly our latest annual report on Form 10-K and quarterly reports on Form 10-Q, as well as others, could cause results to differ materially from those stated. Forward-looking statements speak only as of the date they are made, and FactSet assumes no duty to and does not undertake to update forward-looking statements. Actual results could differ materially from those anticipated in forward-looking statements and future results could differ materially from historical performance.

About FactSet

FactSet (NYSE:FDS | NASDAQ:FDS) delivers superior content, analytics, and flexible technology to help more than 162,000 users see and seize opportunity sooner. We give investment professionals the edge to outperform with informed insights, workflow solutions across the portfolio lifecycle, and industry-leading support from dedicated specialists. We're proud to have been recognized with multiple awards for our analytical and data-driven solutions, with the distinction of having been recently added to the S&P 500, and repeatedly scored 100 by the Human Rights Campaign® Corporate Equality Index for our LGBTQ+ inclusive policies and practices. Subscribe to our thought leadership blog to get fresh insight delivered daily at insight.factset.com. Learn more at www.factset.com and follow us on Twitter: www.twitter.com/factset.