

EXECUTION VERSION

**BANK OF AMERICA, N.A.
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UBS SECURITIES LLC
1285 Avenue of the Americas
New York, NY 10019

CONFIDENTIAL

March 23, 2019

TRITON FINCO SARL (the “**Borrower**” or “**you**”)
c/o Warburg Pincus LLC
450 Lexington Avenue, 34th Floor
New York, NY 10017
Attention: Christopher Turner

c/o Apax Partners LLP
33 Jermyn Street
London SW1Y 6DN
Attention: Roxana Mirica

c/o Ontario Teachers’ Pension Plan Board
5650 Yonge Street
Toronto, Ontario M2M 4H5
Attention: Eric Hargrave

c/o Canada Pension Plan Investment Board
40 Portman Square
London, W1H 6LT
Attention: Rosario Corcione

Project Triton
Fee Letter

Ladies and Gentlemen:

Reference is made to the commitment letter dated the date hereof, including the exhibits and other attachments thereto (the “**Commitment Letter**”) among Barclays Bank PLC (“**Barclays**”), Bank of America, N.A. (“**Bank of America**”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“**MLPFS**”), UBS AG, Stamford Branch (“**UBS AG**”) and UBS Securities LLC (“**UBSS**” and together with UBS AG, “**UBS**” and together with Barclays, Bank of America, MLPFS and any other initial lender or bookrunner that becomes a party hereto after the date hereof, “**we**”, “**us**” or the “**Commitment Parties**”) and you regarding the Transactions described therein. Capitalized terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Commitment Letter. This letter agreement is the Fee Letter referred to in the Commitment Letter.

First Lien Facilities Fees

Subject to the arrangements set out in the “Interim Facilities Underwriting Fee” below, as consideration for our commitments to provide the First Lien Facilities and our services in structuring and

arranging the First Lien Facilities, in each case under the Commitment Letter, you agree to pay (or cause to be paid) to the Initial First Lien Lenders, each for its own account, an underwriting and arrangement fee (the “**First Lien Underwriting Fee**”) equal to (a) 2.00% of the aggregate amount of the commitments in respect of the Initial Term Loans actually provided to the Borrower on each Initial Term Loan Funding Date (without giving effect to increased amounts as a result of the exercise of Market Flex below) (which, for the avoidance of doubt, shall not include commitments in respect of the First Lien Delayed Draw Term Facility on the date hereof) (the “**First Lien Term Loan Underwriting Fee**”) plus (b) 2.00% of the aggregate amount of the commitments in respect of the Revolving Facility actually provided to the Borrower on the Closing Date (the “**First Lien Revolving Facility Underwriting Fee**” and together with the First Lien Term Loan Underwriting Fee, the “**First Lien Underwriting Fee**”), in each case which such fees shall be allocated among the Initial First Lien Lenders based on their respective percentage shares of such aggregate amount of such commitments, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter.

The First Lien Term Loan Underwriting Fee will be payable on the amount of Initial Term Loans funded on each Initial Term Loan Funding Date with the proceeds of the funding of such Initial Term Loans or another funding under the Facilities. The First Lien Revolving Facility Underwriting Fee will be payable in full on the Closing Date with the proceeds of the initial funding under the Facilities.

Notwithstanding anything to the contrary herein, in the event that Bidco elects to terminate commitments under the First Lien Facilities in an amount equal to all or any portion of the Rolled Over Amounts (as such term is defined on Exhibit A to the Commitment Letter), you agree to pay (or cause to be paid) on the next Initial Term Loan Funding Date occurring after such termination or, to the extent not otherwise paid, on the Target Debt Refinancing Outside Date, any First Lien Underwriting Fee that would otherwise be paid had such commitments not been terminated. For the avoidance of doubt, the Term Loans may be net funded on the applicable Initial Term Loan Funding Date to account for any such First Lien Underwriting Fee.

Subject to the arrangements set out in the “Interim Facilities Underwriting Fee” below, as consideration for our commitments to provide the First Lien Delayed Draw Term Facility and our services in structuring and arranging the First Lien Delayed Draw Term Facility, in each case under the Commitment Letter, you agree to pay (or cause to be paid) to the Initial First Lien Lenders, each for its own account, an underwriting and arrangement fee (the “**First Lien DDTL Underwriting Fee**”) equal to 2.00% of the aggregate amount of the commitments in respect of the First Lien Delayed Draw Term Facility actually provided on the Closing Date, which fee shall be allocated among the Initial First Lien Lenders based on their respective percentage shares of such aggregate amount of such commitments, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter. The First Lien DDTL Underwriting Fee will be payable in full on the Closing Date with the proceeds of the initial funding under the Facilities.

In the event that the Initial First Lien Term Facility is funded on an Initial Term Loan Funding Date, for the ratable benefit of each First Lien Lender thereunder, an upfront fee (the “**First Lien Upfront Fee**”) in an amount of up to 1.00% of the stated principal amount of such Lender’s Initial Term Loans funded on such Initial Term Loan Funding Date, fully earned and due and payable to such Lender on, and subject to the occurrence of, such Initial Term Loan Funding Date; it being understood that the First Lien Lead Arrangers may market the Term Loans with all or any portion of the First Lien Upfront Fee, and the Borrower shall not be required to pay any amount of First Lien Upfront Fee above what is necessary to be paid in syndication but shall be required to pay the First Lien Upfront Fees if a successful syndication (as defined below) has not occurred on or prior to the Closing Date. For the avoidance of doubt, the Term Loans may be net funded on the applicable Initial Term Loan Funding Date to account for the First Lien Upfront Fee.

In the event that the Initial First Lien Term Facility is funded on the Closing Date, for the ratable benefit of each First Lien Lender under the First Lien Delayed Draw Term Facility, an upfront fee (the “**First Lien DDTL Closing Date Upfront Fee**”) in an amount of up to 0.50% of the stated principal amount of such Lender’s commitments to provide First Lien DDTL Loans as of the Closing Date, fully earned and due and payable to such Lender on, and subject to the occurrence of, the Closing Date; it being understood that the First Lien Lead Arrangers may market the commitments to provide First Lien DDTL Loans with all or any portion of the First Lien DDTL Closing Date Upfront Fee, and the Borrower shall not be required to pay any amount of First Lien DDTL Closing Date Upfront Fee above what is necessary to be paid in syndication but shall be required to pay the First Lien DDTL Closing Date Upfront Fee if a successful syndication (as defined below) has not occurred on or prior to the Closing Date. To the extent the First Lien Upfront Fee is reduced in accordance with the terms of the preceding paragraph, the First Lien DDTL Closing Date Upfront Fee will be reduced accordingly. For the avoidance of doubt, the Term Loans may be net funded on the Closing Date to account for the First Lien DDTL Closing Date Upfront Fee.

In the event that the First Lien Delayed Draw Term Facility is funded on a First Lien DDTL Funding Date, for the ratable benefit of each First Lien Lender thereunder, an upfront fee (the “**First Lien DDTL Funding Date Upfront Fee**”) in an amount of up to 0.50% of the stated principal amount of such Lender’s First Lien DDTL Loans funded on such First Lien DDTL Funding Date, fully earned and due and payable to such Lender on, and subject to the occurrence of, such First Lien DDTL Funding Date; it being understood that the First Lien Lead Arrangers may market the Term Loans with all or any portion of the First Lien DDTL Funding Date Upfront Fee, and the Borrower shall not be required to pay any amount of First Lien DDTL Funding Date Upfront Fee above what is necessary to be paid in syndication but shall be required to pay the First Lien DDTL Funding Date Upfront Fees if a successful syndication has not occurred on or prior to the Closing Date. To the extent the First Lien Upfront Fee is reduced in accordance with the terms of the second preceding paragraph, the First Lien DDTL Funding Date Upfront Fee will be reduced accordingly. For the avoidance of doubt, the First Lien DDTL Loans may be net funded on the applicable First Lien DDTL Funding Date to account for the First Lien DDTL Funding Date Upfront Fee.

In connection with the syndication of the First Lien Facilities, we may, in our discretion, allocate to other Lenders portions of any fees payable to us in connection therewith.

No First Lien Underwriting Fee will be payable if the Interim Facilities Underwriting Fee is paid in accordance with “Interim Facilities Underwriting Fee” below.

As consideration for the First Lien Administrative Agent’s agreement to act as administrative agent for the First Lien Facilities, you agree to pay (or cause to be paid) to the First Lien Administrative Agent, solely for its own account, an annual administrative agent fee (the “**First Lien Agency Fee**”) of \$100,000, which fee shall be earned by, and payable to, the First Lien Administrative Agent in quarterly installments in advance, with the first installment payable on the Closing Date for the first fiscal quarter to occur after the Closing Date and with each subsequent installment payable on the first business day of each fiscal quarter for so long as the First Lien Facilities are in effect (and pro-rated for any partial period).

Bridge Facility Fees

As consideration for our commitments to provide the Bridge Facility and our services in structuring and arranging the Bridge Facility, in each case under the Commitment Letter, you agree to pay (or cause to be paid) to the Initial Bridge Lenders, each for its own account, the following fees:

(a) whether or not any Initial Bridge Loans are funded, a commitment fee (the “**Bridge Commitment Fee**”) equal to 1.00% of the aggregate amount of the commitments in respect of the Bridge Facility on the date hereof (without giving effect to increased amounts as a result of the exercise of Market

Flex below), which fee shall be allocated among the Initial Bridge Lenders based on their respective percentage shares of such aggregate amount of such commitments in respect of the Bridge Facility on the date hereof, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter, and will be due and payable on the Closing Date;

(b) if and to the extent that any Bridge Loans are funded on the Closing Date or any subsequent date (each, a “**Bridge Loan Funding Date**”), a takedown fee (the “**Takedown Fee**”) in an amount equal to 1.00% of the principal amount of the Bridge Loans funded by us on such Bridge Loan Funding Date (without giving effect to increased amounts as a result of the exercise of Market Flex below), which fee shall be allocated among the Initial Bridge Lenders based on their respective percentage shares of such aggregate amount of such commitments in respect of the Bridge Facility on the date hereof, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter, and will be due and payable upon the making of any Bridge Loans; and

(c) if and to the extent any Bridge Loans are funded and remain outstanding on the Extension Date, an exchange fee (the “**Extension Fee**”) in an amount equal to 1.75% of the aggregate principal amount of the Bridge Loans outstanding on the Extension Date, which fee shall be allocated among the Initial Bridge Lenders based on their respective percentage shares of such aggregate amount of such commitments in respect of the Bridge Facility on the date hereof, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter, and will be due and payable on the Extension Date with respect to the Bridge Loans.

In connection with the syndication of the Bridge Facility, we may, in our discretion, allocate to other Lenders portions of any fees payable to us in connection therewith.

No Bridge Commitment Fee or Takedown Fee will be payable if the Interim Facilities Underwriting Fee is paid in accordance with “Interim Facilities Underwriting Fee” below.

As consideration for the Bridge Administrative Agent’s agreement to act as administrative agent for the Bridge Facility, you agree to pay (or cause to be paid) to the Bridge Administrative Agent, solely for its own account, an annual administrative agent fee (the “**Bridge Agency Fee**”) of \$50,000, which fee shall be earned by, and payable to, the Bridge Administrative Agent in quarterly installments in advance, with the first installment payable on the Closing Date for the first fiscal quarter to occur after the Closing Date and with each subsequent installment payable on the first business day of each fiscal quarter for so long as the Bridge Facility is in effect (and pro-rated for any partial period).

Additional Agreements

In the event that, during the 12-month period commencing on the date hereof, the Acquisition is consummated or you or any of your affiliates consummate any similar transaction that results in the acquisition of all or substantially all of the equity securities or assets of the Company and its subsidiaries (any such transaction, an “**Alternate Transaction**”) and, in either case any Affiliated Commitment Party (as defined below) does not act in the capacities and with economics contemplated for it by the Commitment Letter with respect to any first lien debt financing incurred to finance the Acquisition or such Alternate Transaction in lieu of the First Lien Facilities, unless (i) such Affiliated Commitment Party has declined to provide, failed to reaffirm its willingness following a request to provide, or breached its obligation to provide, on the terms and conditions contemplated hereby and by the Commitment Letter, the portion of the First Lien Facilities committed to by it under the Commitment Letter (as and to the extent, if any, modified by the “market flex” provisions described below), (ii) such Affiliated Commitment Party has terminated the Commitment Letter prior to the Expiration Date with respect to the portion of the First Lien Facilities committed to by it under the Commitment Letter, or (iii) such Affiliated Commitment Party has

been offered, and has declined, (or has not responded to any such written offer within a reasonable period of time), the opportunity to provide, place, arrange or underwrite such debt financing for the Acquisition or such Alternate Transaction on terms that are mutually satisfactory to you and at least one other provider of such debt financing that becomes a Commitment Party under the Commitment Letter and acting with respect to such financing in the capacities contemplated for it by the Commitment Letter (except that this clause (iii) shall not apply if such Affiliated Commitment Party is willing to fulfill its commitment under the Commitment Letter to finance the Acquisition or such Alternate Transaction with the First Lien Facilities in accordance with the terms thereof and of this Fee Letter, regardless of whether you have terminated the Commitment Letter with respect to such commitment), then, at the time of the consummation of the Acquisition or such Alternate Transaction, as applicable, you will pay (or cause to be paid) to such Affiliated Commitment Party a fee in an amount equal to 50% of the First Lien Underwriting Fee and First Lien DDTL Underwriting Fee that would have been payable to such Affiliated Commitment Party had the Closing Date occurred, assuming that each First Lien Facility were fully funded.

In the event that, during the 12-month period commencing on the date hereof, the Acquisition is consummated or you or any of your affiliates consummate an Alternate Transaction and, in either case any Affiliated Commitment Party does not act in the capacities and with economics contemplated for it by the Commitment Letter with respect to any senior bridge debt financing incurred to finance the Acquisition or such Alternate Transaction in lieu of the Bridge Facility (other than the Notes or any Securities), unless (i) such Affiliated Commitment Party has declined to provide, failed to reaffirm its willingness following a request to provide, or breached its obligation to provide, on the terms and conditions contemplated hereby and by the Commitment Letter, the portion of the Bridge Facility committed to by it under the Commitment Letter (as and to the extent, if any, modified by the “market flex” provisions described below), (ii) such Affiliated Commitment Party has terminated the Commitment Letter prior to the Expiration Date with respect to the portion of the Bridge Facility committed to by it under the Commitment Letter, or (iii) such Affiliated Commitment Party has been offered, and has declined, (or has not responded to any such written offer within a reasonable period of time), the opportunity to provide, place, arrange or underwrite such debt financing for the Acquisition or such Alternate Transaction on terms that are mutually satisfactory to you and at least one other provider of such debt financing that becomes a Commitment Party under the Commitment Letter and acting with respect to such financing in the capacities contemplated for it by the Commitment Letter (except that this clause (iii) shall not apply if such Affiliated Commitment Party is willing to fulfill its commitment under the Commitment Letter to finance the Acquisition or such Alternate Transaction with the Bridge Facility in accordance with the terms thereof and of this Fee Letter, regardless of whether you have terminated the Commitment Letter with respect to such commitment), then, at the time of the consummation of the Acquisition or such Alternate Transaction, as applicable, you will pay (or cause to be paid) to such Affiliated Commitment Party a fee in an amount equal to the sum of 50% of the Bridge Commitment Fee and 50% of the Extension Fee, as applicable, that would have been payable to such Affiliated Commitment Party had the Closing Date occurred, assuming that the Bridge Facility were fully funded and remained outstanding on the Extension Date; *provided* that such fees shall not be due if any amount of the Extension Fee has been paid in connection with a Demand Failure Event.

For purposes of the prior two paragraphs, an “*Affiliated Commitment Party*” means (i) in the case of any Commitment Party that is not an affiliate of any other Commitment Party, such Commitment Party and (ii) in the case of any Commitment Party that is an affiliate of any other Commitment Party, such Commitment Party and any Commitment Party that is an affiliate thereof, collectively. The agreements in the prior two paragraphs shall remain in effect notwithstanding the termination of the Commitment Letter or the Initial Lenders’ commitments thereunder.

Interim Facilities Underwriting Fee

If the Interim Facilities are utilized, as consideration for the Initial Lenders' commitments to provide their respective portions of the Interim Revolving Facility (the "**Interim Revolving Facility Commitments**") (and the Arrangers' services in structuring and arranging the Interim Revolving Facility under the Commitment Letter, you agree to pay (or cause to be paid) to (i) the Arrangers (or, if elected by any such Arranger, its applicable Initial Lender affiliate), each for its own account, an underwriting and arrangement fee (the "**Interim Revolving Facility Underwriting Fee**") (equal to 100% of the First Lien Underwriting Fee payable hereunder with respect to the Revolving Facility, in each case which such fees shall be allocated among the Initial Lenders based on their respective percentage shares of such aggregate amount of such commitments, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter.

If the Interim Facilities are utilized, as consideration for the Initial Lenders' commitments to provide their respective portions of the Interim Term Facility (the "**Interim Term Facility Commitments**") and together with the "**Interim Revolving Facility Commitments**", the "**Interim Facilities Commitments**" (and the Arrangers' services in structuring and arranging the Interim Term Facility under the Commitment Letter, you agree to pay (or cause to be paid) to (i) the Arrangers (or, if elected by any such Arranger, its Initial Lender affiliate), each for its own account, an underwriting and arrangement fee (the "**Interim Term Facility Fees**") and together with the Interim Revolving Facility Underwriting Fee, the "**Interim Facility Fees**" (equal to 100% of the First Lien Underwriting Fee and the Bridge Commitment Fee and the Takedown Fee, in each case which such fees shall be allocated among the Initial Lenders based on their respective percentage shares of such aggregate amount of such commitments, subject to reallocation to any Additional Agent pursuant to Section 2 of the Commitment Letter. The Interim Facility Fees shall be due and payable as of the date of funding the Interim Facilities. If the Interim Facility Fees are paid in accordance with this paragraph, the aggregate First Lien Underwriting Fee and the Bridge Commitment Fee and the Takedown Fee payable hereunder will be deemed to have been paid in full; and as a result only the First Lien Upfront Fee, First Lien DDTL Underwriting Fee, First Lien DDTL Closing Date Upfront Fee, First Lien DDTL Funding Date Upfront Fee, First Lien Agency Fee, Bridge Agency Fee and Extension Fee otherwise payable on the Closing Date, Initial Term Loan Funding Date, First Lien DDTL Funding Date, or Extension Date, as applicable, in accordance with the terms of this letter shall instead be payable by you on the Closing Date, Initial Term Loan Funding Date, First Lien DDTL Funding Date, or Extension Date, as applicable; provided, in each case, that the Interim Facilities are prepaid in full from the proceeds thereof and irrevocably cancelled.

For the avoidance of doubt, in the event that the Interim Facilities are utilized, the First Lien Upfront Fee, First Lien DDTL Underwriting Fee, First Lien DDTL Closing Date Upfront Fee, First Lien DDTL Funding Date Upfront Fee, First Lien Agency Fee, Bridge Agency Fee and Extension Fee shall only be payable on the Closing Date, Initial Term Loan Funding Date, First Lien DDTL Funding Date, or Extension Date, as applicable, and not on the date on which the Interim Facilities are utilized and (except in the case of the First Lien DDTL Underwriting Fee, First Lien DDTL Closing Date Upfront Fee, First Lien Agency Fee and Bridge Agency Fee) only with respect to amounts funded thereunder.

There shall be no double-counting of the fees payable in connection with the Interim Facilities, on the one hand, and the fees payable in connection with the Facilities on the other hand. No Interim Facility Fees will be payable unless the Completion Date has occurred and the Interim Facilities have been utilized.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter will not be refundable under any circumstances except as otherwise agreed in writing. All fees payable hereunder and under the Commitment Letter will be paid in immediately available funds and shall be in addition to any reimbursement of our reasonable, documented and invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Commitment Letter. All amounts payable under this

Fee Letter will be made in U.S. dollars and, in any case, shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter.

All amounts payable by you (or which you may cause to be paid) under the Commitment Documents shall be paid without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, or charges (a “**Tax Deduction**”) unless such Tax Deduction is required by applicable law, in which event, and other than in respect of an Excluded Tax Deduction (as defined below), you will pay (or cause to be paid) additional amounts so that each Commitment Party receives the amount that it would otherwise have received but for such Tax Deduction, subject to the relevant Commitment Party providing, on a timely basis, such tax forms or certificates (including tax residence certificates issued by a relevant taxing authorities for purposes of the applicability of a double taxation treaty) requested by you as it may lawfully provide and as may be required for a Tax Deduction not to apply. You agree to indemnify each Commitment Party for the full amount of any such Tax Deduction (other than an Excluded Tax Deduction) and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto in case you (or the person you caused to make the payment) fails to apply such Tax Deduction, whether or not such Tax Deduction was correctly or legally asserted. For the above purposes, an “**Excluded Tax Deduction**” means any Tax Deduction that is imposed under the laws of Luxembourg in circumstances where the relevant Commitment Party is not or has ceased to be a Qualifying Non-US Interim Lender in respect of the Borrower other than as a result of a Change of Law and which would not have arisen had the relevant Commitment Party been such a Qualifying Non-US Interim Lender. If you pay any additional or indemnity amount to a Commitment Party under the preceding provisions of this paragraph and the Commitment Party determines (acting reasonably and in good faith) that it (or one of its Affiliates) has obtained and utilised a Tax Credit attributable to that additional or indemnity amount, then, Clause 9.5 of the Interim Facilities Agreement shall apply with the necessary modifications in respect of that Tax Credit. Capitalised terms that are not defined in this paragraph shall have the meanings given to them in the Interim Facilities Agreement.

All amounts payable to any Commitment Party under the Commitment Documents are stated exclusive of value added tax or any similar taxes (“**VAT**”) and all amounts charged by any Commitment Party will be invoiced and payable together with VAT, where appropriate. Where a Commitment Document requires you to reimburse or indemnify a Commitment Party for any costs or expenses, you shall reimburse or indemnify (as the case may be) the Commitment Party against any VAT incurred by the Commitment Party in respect of the costs or expenses, to the extent that the Commitment Party reasonably determines that neither it nor any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority.

Market Flex

The Initial First Lien Lenders holding a majority in aggregate principal amount of the commitments or loans under the First Lien Term Facility (the “**Majority First Lien Lenders**”) shall be entitled at any time during the Syndication Period, without your consent (but after consultation with you) and so long as the Majority First Lien Lenders determine that such changes are necessary to ensure a successful syndication of the First Lien Term Facility (or if the Majority First Lien Lenders reasonably determine that a successful syndication of the First Lien Term Facility (i) has not been achieved as of the Closing Date (or, at the option of the Majority First Lien Lenders, the Syndication Date (if later)) or (ii) cannot be achieved), to:

- a) increase the interest rate margins with respect to the First Lien Term Facility by up to ■■■ basis points per annum (which amount shall increase to (i) ■■■ basis points per annum on the date that is ■■■ days from the date hereof and (ii) solely to the extent that that the Outside Date is extended pursuant to clause (x) of the proviso of the definition thereof, ■■■ basis points per annum on the date that is ■■■ days from the date hereof); *provided* that no more than ■■■ basis points of such

increase in interest rate may take the form of additional original issue discount (“OID”) or upfront fees, with OID or upfront fees being equated to interest margins based on an assumed four-year average life to maturity (e.g., ■ basis points of interest margin equals ■ basis points in OID or upfront fees payable on the principal amount of debt); *provided further* that the aggregate amount of such OID and upfront fees (including any OID and upfront fees otherwise described herein or in the Commitment Letter) shall not exceed ■% of the First Lien Term Facility (i.e., a minimum issue price of ■%);

- b) (i) remove the ■; and/or (ii) with respect to the First Lien Delayed Draw Term Facility, (A) modify the First Lien DDTL Commitment Fee to be equal to ■% through and including ■ days after the Closing Date, ■% of the applicable margin for the First Lien Term Facility from day ■ through and including day ■ after the Closing Date and ■% of the applicable margin for the First Lien Term Facility thereafter through the First Lien Delayed Draw Termination Date; and/or (B) shorten the ■ anniversary component of the First Lien Delayed Draw Termination Date to be no less than the ■ anniversary of the Closing Date;
- c) with respect to the First Lien Term Loan Call Protection, extend the applicability of the First Lien Term Loan Call Protection to end on the ■ anniversary of the Closing Date (it being understood and agreed that no prepayment premium shall be payable on or after the ■ anniversary of the Closing Date);
- d) with respect to the provisions applicable to Incremental Facilities, (i) reduce the Free and Clear Incremental Amount to be as low as an amount equal to the greater of \$■ million and ■% of Consolidated EBITDA; (ii) for the Ratio Based Incremental Amount, (A) reduce (I) the applicable Senior Secured First Lien Net Leverage Ratio levels to ■:1.00, (II) the applicable Senior Secured Net Leverage Ratio levels to ■:1.00; and (III) the applicable Total Net Leverage Ratio levels to ■:1.00, (B) remove the ■ incurrence prongs contained in ■, ■, ■, ■, ■ and ■, (C) remove the ■, and/or (D) increase the Unsecured Debt Incremental Interest Coverage Test level to ■:1.00; (iii) reduce or remove the ■; (iv) remove the ■; (v) remove clause ■ from the ■ in the first paragraph under the heading “Incremental Facilities” (i.e., remove the ability to disregard substantially simultaneously or contemporaneously Revolving Facilities when determining capacity under the Available Incremental Amount); and/or (vi) reduce or remove the Incremental Alternative Security Basket;
- e) with respect to the MFN Protection, (i) reduce the MFN Margin from ■ basis points to as low as ■ basis points; (ii) extend or remove the ■ contained in sub-clause ■; (iii) remove the MFN Protection exclusion regarding ■ contained in sub-clause ■; (iv) remove the MFN Protection exclusion regarding the ■; (v) remove the MFN Protection exclusion regarding the ■ contained in sub-clause ■; (vi) remove the MFN Protection exclusion regarding ■ and ■ contained in sub-clause ■; (vii) apply MFN Protection to all term loans incurred as unlimited ratio debt that are pari passu in right of payment and security with the Initial Term Loans as though such term loans were an Incremental Term Facility; and/or (viii) modify the MFN Protection so that it applies to all term loans that are of the type set forth in Section ■ and Section ■ of the Precedent Credit Agreement that are pari passu in right of payment and security with the Initial Term Loans;
- f) with respect to the “Negative Covenants” section, (i) for unlimited ratio debt, (A) reduce (I) the applicable Senior Secured First Lien Net Leverage Ratio levels to ■:1.00, (II) the applicable

Senior Secured Net Leverage Ratio levels to [REDACTED]:1.00; and (III) the applicable Total Net Leverage Ratio levels to [REDACTED]:1.00, (B) remove the [REDACTED] incurrence prongs contained in sub-clauses [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED], (C) remove the Junior Ratio Debt Interest Coverage Test, (D) increase the Unsecured Ratio Debt Interest Coverage Test level to [REDACTED]:1.00, and/or (E) remove the ability to disregard substantially simultaneous or contemporaneous borrowings under the Revolving Facilities when determining capacity to incur unlimited ratio debt; (ii) for the Available Amount Basket, (A) reduce the “starter” component to as low as an amount equal to the greater of \$ [REDACTED] million and [REDACTED] % of Consolidated EBITDA; (B) for clause (ii) of the Available Amount, (I) remove subclause [REDACTED]; and/or (II) require the Borrower to select a “builder” component prior to the Closing Date based off sub-clause [REDACTED], [REDACTED] or [REDACTED]; (C) add a payment and bankruptcy event of default limitation for use of the “builder” component of the Available Amount Basket for dividends and prepayments or redemptions of subordinated debt; and/or (D) add a limitation requiring the ability to incur \$1.00 of ratio debt for use of the “builder” component of the Available Amount Basket for dividends and prepayments or redemptions of subordinated debt; (iii) modify the Reallocation Baskets to remove the ability to use unused capacity under the general baskets for investments and prepayments of subordinated debt to make dividends; (iv) for the general basket sizes set forth in sub-clauses [REDACTED], reduce each or all such basket sizes to be based off of [REDACTED] % of Consolidated EBITDA and/or (v) for the General Restricted Payment Incurrence Test, reduce the Senior Secured First Lien Net Leverage Ratio level applicable to investments by [REDACTED]:1.00 and/or reduce the Senior Secured First Lien Net Leverage Ratio levels applicable to dividends and prepayments by [REDACTED]:1.00;

- g) with respect to Consolidated EBITDA, (i) for the “run rate” addback described in clause (a) of Consolidated EBITDA, impose a cap of [REDACTED] % of Consolidated EBITDA on synergies in connection with Permitted Acquisitions; and/or (ii) for the New Contracts Addback, reduce the look-forward period from [REDACTED] to no shorter than [REDACTED];
- h) with respect to the indebtedness basket for Refinancing Indebtedness (as defined in the Precedent Indenture), modify such basket so that if the indebtedness being refinanced is of the type permitted pursuant to Sections [REDACTED], [REDACTED] or [REDACTED] of the Precedent Credit Agreement, the indebtedness resulting from such refinancing is (x) unsecured if the indebtedness being refinanced is unsecured or (y) not secured on a more favorable basis than the indebtedness being refinanced if such indebtedness being refinanced is secured, in each case other than as otherwise permitted under another basket contained in the relevant Facilities Documentation;
- i) with respect to the Excess Cash Flow Sweep, increase the initial payment percentage to [REDACTED] % with step-downs to [REDACTED] %, [REDACTED] % and [REDACTED] % if the Senior Secured First Lien Net Leverage Ratio is equal to or less than [REDACTED]:1.00, [REDACTED]:1.00 and [REDACTED]:1.00, respectively; and/or
- j) with respect to the Asset Sale Sweep, (i) reduce or remove the stepdowns and/or (ii) reduce the initial reinvestment period from [REDACTED] days to [REDACTED] days.

For purposes of the foregoing, a “successful syndication” of the First Lien Term Facility shall be deemed to have occurred when none of the Initial First Lien Lenders holds loans and commitments greater than \$0 under the First Lien Term Facility.

To the extent the Syndication Period expires after the Closing Date, the Market Flex provisions shall survive the closing of the Facilities and you shall, and shall cause your subsidiaries to, enter into such amendments to the Facilities Documentation and such additional documents as may be reasonably requested by the Majority First Lien Lenders to document or effect the Market Flex provisions.

It is understood and agreed that, notwithstanding anything to the contrary set forth herein or in the Commitment Letter, in the event that the Majority First Lien Lenders elect to implement any additional OID or upfront fees in respect of the First Lien Term Facility pursuant to clause (a) above on or prior to the Closing Date, the Borrower may make additional borrowings under the First Lien Term Facility and/or the Bridge Facility on the Closing Date in an amount up to the amount of such additional OID or upfront fees and any such additional borrowings under the First Lien Term Facility and/or Bridge Facility shall be deemed to be part of the aggregate committed amount of the First Lien Facilities or Bridge Facility committed to be provided by us pursuant to the Commitment Letter for all purposes of the Commitment Letter and this Fee Letter; *provided* that, no underwriting fee shall be payable in respect of such additional borrowings of Term Loans and/or Bridge Loans to account for such OID or pay such additional upfront fees. It is understood and agreed that any increase in the size of the First Lien Term Facility and/or Bridge Facility pursuant to this paragraph shall result in a corresponding increase in the leverage ratios provided for in the Commitment Letter and Term Sheets reflecting the higher leverage as of the Closing Date resulting therefrom.

It is acknowledged and agreed that the Initial Bridge Lenders holding a majority of the aggregate loans and commitments under the Bridge Facility shall be entitled, after consultation with you but without any requirement to obtain your consent, if market conditions make it necessary or advisable, to: (a) require that the Exchange Notes be non-callable during the period beginning from the initial date of issuance of the Exchange Notes and ending on the day immediately prior to the [REDACTED] anniversary of the Closing Date and thereafter callable at par plus accrued interest plus a premium equal to [REDACTED]% of the coupon on such Exchange Notes, which premium shall decline ratably on each subsequent anniversary of the Closing Date to zero on the date that is [REDACTED] prior to the maturity of the Exchange Notes; and/or (b) remove the Issuer's ability, prior to the [REDACTED] of the Closing Date, to redeem up to [REDACTED]% of Securities and/or Exchange Notes each year at a price in cash equal to [REDACTED]% of the outstanding principal amount thereof.

Total Cap

It is agreed that, notwithstanding anything to the contrary set forth in the Commitment Letter related to the Bridge Facility, at no time, other than in connection with the payment of default interest, shall the per annum weighted average yield to the Borrower on the Bridge Loans, the Extended Term Loans or the Exchange Notes exceed [REDACTED]% per annum (the "**Total Cap**"); *provided* that the Total Cap shall increase to (i) [REDACTED]% per annum on the date that is [REDACTED] days after the date hereof and (ii) solely to the extent that that the Outside Date is extended pursuant to clause (x) of the proviso of the definition thereof, [REDACTED]% per annum on the date that is [REDACTED] days after the date hereof. Notwithstanding anything in the Commitment Letter or elsewhere herein to the contrary, this paragraph shall be subject to the confidentiality provisions applicable to the Commitment Letter rather than to the Fee Letter as set forth in the Commitment Letter.

Preferential Allocation

Notwithstanding any other provision of this Fee Letter, the Commitment Parties will (i) permit funds or other investment vehicles advised or managed by entities affiliated or associated with any of the Sponsors (the "**Sponsor Related Funds**") to purchase up to 15% in aggregate of each of the First Lien Term Facility and the Bridge Facility, on the same terms as offered to other parties in the syndication (the "**Preferential Allocation**") and (ii) not be entitled to receive the portion of the First Lien Term Loan Underwriting Fee, First Lien DDTL Underwriting Fee, Bridge Commitment Fee, Takedown Fee and/or Extension Fee, as applicable, that relates to the debt purchased by such Sponsor Related Funds (such portion of the applicable fees, the "**Preferential Allocation-Related Fee Amount**") (it being understood that the Preferential Allocation-Related Fee Amount shall be netted against the purchase price payable by such Sponsor Related Funds in respect of the Preferential Allocation of the applicable Facility); *provided* that,

the Sponsor Related Funds will have to commit to the Preferential Allocation within twenty (20) business days after the date of this Fee Letter.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by us and you. This Fee Letter shall not be assignable by any party hereto (other than by you to any newly formed shell entity organized in the United States, the Netherlands, England and Wales, Luxembourg or any other jurisdiction reasonably acceptable to the Arrangers, in each case for the purpose of consummating the Acquisition, so long as such entity is, or substantially simultaneously with such assignment will be, controlled directly or indirectly by the Sponsor and, after giving effect to the Transactions shall (directly or through a wholly owned subsidiary) own the Company; *provided* that the Commitment Parties shall have received all documentation and other information about such entity as has been reasonably requested in writing at least ten (10) business days prior to the earlier of the proposed assignment date and the Completion Date that is required by regulatory authorities under applicable “know your customer” regulations) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed), and any attempted assignment without such consent shall be null and void. THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Fee Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter and that such provisions survive the expiration or termination of the Commitment Letter (including any extensions thereof) and the funding of the Facilities.

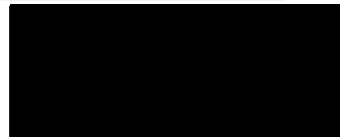
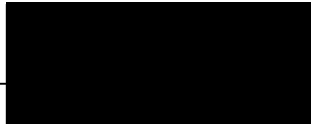
[Remainder of this page intentionally left blank.]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us and you.

Very truly yours,

BARCLAYS BANK PLC

By: _____
Name: _____
Title: _____



If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us and you.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

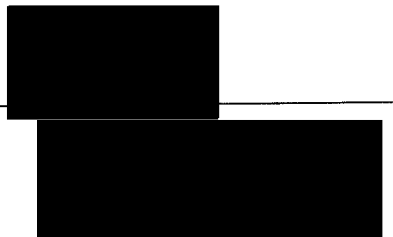


If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us and you.

Very truly yours,

**MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED**

By: _____
Name:
Title:



If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us and you.

Very truly yours,

UBS AG, STAMFORD BRANCH

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

UBS SECURITIES LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Accepted and agreed to as of
the date first above written:

TRITON FINCO SARL

By: _____
Name: _____
Title: _____

