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): August 30, 2017

Commission file number 001-16111

GLOBAL PAYMENTS INC.

(Exact name of registrant as specified in charter)

Georgia	**58-2567903**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
3550 Lenox Road, Atlanta, Georgia	**30326**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (770) 829-8000

(Former name, former address and former fiscal year, if changed since last report)

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 (see General Instruction A.2. below):

☐ 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))

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

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.

The information set forth in Item 2.01 of this report is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On September 1, 2017, the Company completed its previously announced acquisition of Athlaction Topco, LLC ("ACTIVE Network"), pursuant to a Stock Purchase and Merger Agreement, dated as of August 2, 2017 (as amended, the "Purchase Agreement"), by and among the Company, Athens Merger Sub, LLC, a newly formed wholly-owned subsidiary of the Company, ACTIVE Network, VEPF III AIV VI-A, L.P., VEPF IV AIV VII-A, L.P., VFF I AIV IV-A, L.P., Vista Equity Partners Management, LLC, as the representative of sellers, and, solely for purposes of certain specified sections of the Purchase Agreement, VEPF III AIV VI, L.P., VEPF IV AIV VII, L.P. and VFF I AIV IV, L.P. (collectively, the "Vista AIVs"), and Vista Equity Partners Fund III GP, LLC, Vista Equity Partners Fund IV GP, LLC and Vista Foundation Fund I GP, LLC (collectively, the "Vista GPs"). Pursuant to an amendment to the Purchase Agreement dated as of August 31, 2017, among other things, VEPF III AIV VI-A, L.P. and VFF I AIV IV-A, L.P. assigned their rights and obligations under the Purchase Agreement to VEP Global Aggregator, LLC, and VEPF IV AIV VII-A, L.P. assigned a portion of its rights and obligations under the purchase agreement to VEP Global Aggregator, LLC, which became a party to the Purchase Agreement (VEP Global Aggregator, LLC and VEPF IV AIV VII-A, L.P., collectively, the "Vista Blocker Sellers").

Pursuant to the terms set forth in the Purchase Agreement, and following the completion of certain pre-closing reorganization steps, as a result of which the outdoors business of ACTIVE Network is no longer owned by ACTIVE Network, at closing, the Company acquired, through a series of transactions, 100% of the issued and outstanding equity interests of ACTIVE Network (the "Acquisition"). The purchase price to acquire ACTIVE Network was $1.2 billion, consisting of (i) $600 million in cash, which the Company funded by drawing on its revolving credit facility and with cash on hand, and (ii) 6,357,509 shares of the Company's common stock having a value of approximately $600 million based on the volume weighted average trading price of the Company's common stock for the ten trading days ending on the day prior to the execution of the Purchase Agreement, subject to certain customary adjustments.

The foregoing description of the transactions contemplated by the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement and the amendment to the Purchase Agreement, which are incorporated herein by reference as Exhibit 2.1 and Exhibit 2.2.

In connection with the closing of the Acquisition, the Company, the Vista Blocker Sellers, the Vista AIVs, the Vista GPs, and certain additional sellers entered into a Stockholders' Agreement, dated as of August 31, 2017, pursuant to which the sellers (with the exception of certain sellers who are current or former employees of ACTIVE Network or any of its subsidiaries) are subject to certain transfer restrictions (in addition to those set forth in the Purchase Agreement) as well as customary standstill provisions prohibiting the sellers from taking certain actions until the second year anniversary from the date of closing, including increasing their ownership in the Company to 6% or more of the Company's outstanding common stock without the Company's prior written consent.

The foregoing description of the Stockholders' Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stockholders' Agreement, which is incorporated herein by reference as Exhibit 10.1.

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

The information set forth above in Item 2.01 of this report regarding the Company's draw, on August 30, 2017, of $600 million from its revolving credit facility to fund the cash portion of the purchase price is incorporated herein by reference.

A more detailed description of the Company's credit agreement and the revolving credit facility can be found in the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2017, filed with the SEC on August 3, 2017.

Item 3.02. Unregistered Sale of Equity Securities.

The information set forth in Item 2.01 of this report related to the issuance of 6,357,509 shares of the Company's common stock pursuant to the Purchase Agreement is incorporated herein by reference. The Company relied on the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), afforded by Section 4(a)(2) thereof and rules and regulations of the SEC promulgated thereunder. Each of the sellers who received the Company's common

stock in the acquisition is an "accredited investor" as defined in Regulation D promulgated by the SEC under the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Stock Purchase and Merger Agreement, dated as of August 2, 2017, by and among Athlaction Topco, LLC, the Vista Blocker Sellers (as defined therein), Vista Equity Partners Management, LLC, as Sellers' Representative, Global Payments Inc., Athens Merger Sub, LLC and the Vista AIVs and Vista GPs (as defined therein and solely for the limited purposes set forth therein) (filed as exhibit 2.1 to the Current Report on Form 8-K filed by the Company on August 8, 2017 and incorporated herein by reference).†
2.2	Amendment No. 1 to the Stock Purchase and Merger Agreement, dated as of August 31, 2017, by and among Global Payments Inc., Athlaction Topco, LLC, Vista Equity Partners Management, LLC, as Sellers' Representative, and VEP Global Aggregator, LLC.†
10.1	Stockholders' Agreement, dated as of August 31, 2017, by and among Global Payments Inc., VEPF IV AIV VII-A, L.P., VEP Global Aggregator, LLC, VEPF III AIV VI, L.P., VEPF IV AIV VII, L.P., VFF I AIV IV, L.P., Vista Equity Partners Fund III GP, LLC, Vista Equity Partners Fund IV GP, LLC, Vista Foundation Fund I GP, LLC, Todd Tyler, Ronald Tanner and certain other signatories thereto.

† Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplementally copies of any of the omitted schedules or exhibits upon request by the SEC.

Exhibit Index

Exhibit No.	Description
2.1	Stock Purchase and Merger Agreement, dated as of August 2, 2017, by and among Athlaction Topco, LLC, the Vista Blocker Sellers (as defined therein), Vista Equity Partners Management, LLC, as Sellers' Representative, Global Payments Inc., Athens Merger Sub, LLC and the Vista AIVs and Vista GPs (as defined therein and solely for the limited purposes set forth therein) (filed as exhibit 2.1 to the Current Report on Form 8-K filed by the Company on August 8, 2017 and incorporated herein by reference).†
2.2	Amendment No. 1 to the Stock Purchase and Merger Agreement, dated as of August 31, 2017, by and among Global Payments Inc., Athlaction Topco, LLC, Vista Equity Partners Management, LLC, as Sellers' Representative, and VEP Global Aggregator, LLC.†
10.1	Stockholders' Agreement, dated as of August 31, 2017, by and among Global Payments Inc., VEPF IV AIV VII-A, L.P., VEP Global Aggregator, LLC, VEPF III AIV VI, L.P., VEPF IV AIV VII, L.P., VFF I AIV IV, L.P., Vista Equity Partners Fund III GP, LLC, Vista Equity Partners Fund IV GP, LLC, Vista Foundation Fund I GP, LLC, Todd Tyler, Ronald Tanner and certain other signatories thereto.

† Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplementally copies of any of the omitted schedules or exhibits upon request by the SEC.

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.

GLOBAL PAYMENTS INC.

Date: September 6, 2017

By: /s/ Cameron M. Bready
Cameron M. Bready
Senior Executive Vice President and Chief Financial Officer

EXECUTION VERSION

AMENDMENT NO. 1 TO

STOCK PURCHASE AND MERGER AGREEMENT

This AMENDMENT NO. 1 TO STOCK PURCHASE AND MERGER AGREEMENT (this "Amendment"), dated as of August 31, 2017, is by and among Global Payments Inc., a Georgia corporation ("Purchaser"), Athlaction Topco, LLC, a Delaware limited liability company (the "Company"), Vista Equity Partners Management, LLC, solely in its capacity as Sellers' Representative, and, solely for purposes of Section 1.9 hereof, VEP Global Aggregator, LLC ("Aggregator"). Reference is hereby made to that certain Stock Purchase and Merger Agreement, dated as of August 2, 2017 (the "Merger Agreement"), by and among Purchaser, the Company, and the Persons party thereto. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

WHEREAS, pursuant to Section 10.1 of the Merger Agreement, the Merger Agreement may be amended, altered or modified prior to the Closing by a written instrument executed by the Sellers' Representative and Purchaser.

WHEREAS, Purchaser, the Sellers' Representative and the Company desire to amend the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1. Amendments to the Merger Agreement. The Merger Agreement is hereby amended as follows:

1.1 Recital B through Recital G (inclusive) of the Merger Agreement are hereby deleted and replaced in their entirety with the following:

B. WHEREAS, immediately prior to Closing, the Vista Blocker Sellers will hold 100% of the issued and outstanding shares of capital stock of the Vista Blockers (the "Vista Blocker Shares");

C. WHEREAS, immediately prior to Closing, the Company and certain of its Subsidiaries shall consummate the Canadian Reorganization (as defined in the Contribution Agreement) substantially in accordance with Steps 1 through 6 (inclusive) of the "Project Athens Pre-Sale Restructuring Considerations Draft Concept Deck", dated August 31, 2017, by Ernst & Young LLP and attached hereto as Exhibit A (the "Reorganization Deck");

D. WHEREAS, immediately following the transactions described in Recital C above and prior to the Closing, and substantially in accordance with Steps 7a and 7b of the Reorganization Deck, Active Network, LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of the Company and a direct wholly-owned subsidiary of Intermediate ("Active Network"), Outdoors LLC and certain other parties thereto shall enter into a Contribution Agreement substantially in the form attached hereto as Exhibit B (the "Contribution Agreement"), pursuant to which the Company and/or certain of its Subsidiaries shall contribute the assets and liabilities of the Outdoors Business (and including the outstanding interests of RA Outdoors Holdings (Canada) ULC) to Outdoors LLC

on the terms and subject to the conditions set forth in the Contribution Agreement (collectively, the "Contribution");

E. WHEREAS, immediately following the Contribution and prior to the Closing, (i) Active Network shall distribute its interests in Outdoors LLC to Intermediate substantially in accordance with Step 7c of the Reorganization Deck (following such distribution, Outdoors LLC shall be a wholly-owned subsidiary of Intermediate); (ii) Intermediate shall form Sopris Holdings, LLC ("Sopris LLC") and shall contribute all of its outstanding interests in Outdoors LLC thereto in exchange for units of Sopris LLC substantially in accordance with Steps 8a and 8b of the Reorganization Deck; (iii) Intermediate shall distribute all of its outstanding interests in Sopris LLC to Holdings substantially in accordance with Step 8c of the Reorganization Deck (following such distribution, Sopris LLC shall be a wholly-owned subsidiary of Holdings); (iv) Holdings shall distribute all of its outstanding interests in Sopris LLC to its members pro rata which transaction shall be effected substantially in accordance with Step 8d of the Reorganization Deck; (v) the Company shall form Sopris Topco, LLC ("Sopris Topco") and shall contribute all of its outstanding interests in Sopris LLC thereto in exchange for units of Sopris Topco, which transaction shall be effected substantially in accordance with Steps 8e and 8f of the Reorganization Deck and (vi) the Company shall distribute all of its outstanding interests in Sopris Topco pro rata to the Unitholders which transaction shall be effected substantially in accordance with Step 8g of the Reorganization Deck (the transactions described in this Recital E collectively, the "Distribution");

F. WHEREAS, immediately following the Distribution and prior to the Closing, the Vista AIV-Bs, Sellers and their respective Affiliates shall consummate the transactions substantially in the form contemplated by Steps 9a, 10a, 10b and 10c of the Reorganization Deck (collectively, the "Vista Reorganization");

G. WHEREAS, immediately following the Vista Reorganization and prior to the Closing, (i) the Vista AIVs, the Vista Blockers and the Vista GPs shall contribute their respective Class XB Units of Holdings to the Company in exchange for a corresponding amount of additional Class B Units of Topco (following which Holdings shall be wholly owned by the Company), which transaction shall be effected substantially in accordance with Step 11a of the Reorganization Deck and (ii) Holdings shall be liquidated and shall distribute all of its interests in Intermediate to the Company in complete redemption of the Company's interests in Holdings held by the Company, which transaction shall be effected substantially in accordance with Step 11b of the Reorganization Deck;

H. WHEREAS, VEPF IV AIV VII-A, L.P., VFF I AIV IV-A, L.P., and VEPF III AIV VI-A, L.P. shall form Aggregator and shall contribute all or a portion of their stock in the Vista Blockers thereto, which transactions shall be effected substantially in accordance with Steps 12a and 12b of the Reorganization Deck (the transactions contemplated by Recital C, Recital D, Recital E, Recital F, Recital G, and this Recital H, substantially in accordance with and subject to the terms of the Contribution Agreement, Schedule 1(j) to the Contribution Agreement, and the Reorganization Deck, collectively the "Pre-Closing Reorganization");

1.2 The existing Recitals H, I, J, K, L, M, N, and O of the Merger Agreement are hereby renamed as Recitals I, J, K, L, M, N, O, and P (i.e., existing Recital H is hereby renamed Recital I, existing Recital I is hereby renamed Recital J, etc.)

1.3 The definition of "Vista Blocker Sellers" in Section 1.1 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:
"Vista Blocker Sellers" means VEPF IV AIV VII-A, L.P. and VEP Global Aggregator, LLC.

1.4 Section 9.8(a)(i) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

(i) (A) Sellers, severally and not jointly (pro rata in accordance with their respective portion of the Adjusted Purchase Price), shall pay, shall be liable for and shall indemnify, defend and hold harmless Purchaser and its Affiliates for Taxes of or with respect to Sellers or for which such Sellers are or may be liable, in each case for purposes of this Section 9.8(a)(i)(A), pursuant to Section 9.6 (including any such Taxes incurred pursuant to any Tax allocation or Tax sharing agreement or arrangement (except, in each case, an agreement or arrangement entered into in the ordinary course of business and not primarily related to Taxes), by contract, as transferee or successor or otherwise) and (B) the Vista Blocker Sellers, severally and not jointly (pro rata in accordance with their respective direct or indirect ownership of the Vista Blockers), shall pay, shall be liable for and shall indemnify, defend and hold harmless Purchaser and its Affiliates for all Taxes of or with respect to any of the Vista Blockers or for which any of the Vista Blockers is or may be liable for any Pre-Closing Tax Period (including pursuant to any Tax allocation or Tax sharing agreement or arrangement (except, in each case, an agreement or arrangement entered into in the ordinary course of business and not primarily related to Taxes), by contract, as transferee or successor or otherwise and including, for the avoidance of doubt, any Taxes for any Pre-Closing Tax Period imposed on the Vista Blockers as a result of any Tax election that is effective for any Pre-Closing Tax Period (other than any such Tax election made by Purchaser, any of its Affiliates or, after the Closing, the Vista Blockers, the Company Group or any of their Affiliates), regardless of when such election is made) (such Taxes described in clauses (A) and (B), the "Seller Indemnified Taxes"); provided, that any indemnification obligation pursuant to this Section 9.8(a)(i) shall exclude (1) any Taxes that would not have arisen but for a breach after the Closing by Purchaser, the Vista Blockers or the Company Group of any covenant set forth in this Section 9.8, (2) any Taxes arising from transactions or actions taken by Purchaser, the Vista Blockers, the Company Group or any of their Affiliates on the Closing Date after the Closing that are outside the ordinary course of business or otherwise properly treated as occurring on the day after the Closing Date pursuant to Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) (or any similar provision of state, local or foreign law), (3) any sales or use, payroll or other withholding Taxes but only to the extent that (x) any Vista Blocker or any of its Subsidiaries has collected or withheld such Taxes on or before the Closing Date, and (y) the proceeds of which are held by any Vista Blocker or any of its Subsidiaries on the Closing Date and (4) any Taxes taken into account in calculating the Adjusted Purchase Price; provided, further, that any indemnification pursuant to this Section 9.8(a)(i) shall be limited to Taxes incurred with respect to Pre-Closing Tax Periods; provided, further, that (x) with respect to any indemnity claim pursuant to Section 9.8(a)(i)(B), each Vista Blocker Seller shall only be liable for and required to indemnify Purchaser and its Affiliates for Taxes incurred by and attributable to the Vista Blocker that, after the Pre-Closing Reorganization and immediately prior to the Stock Purchase, is owned directly or indirectly by such Vista Blocker Seller and (y) the aggregate maximum responsibility and liability of each Seller arising from an indemnification obligation pursuant to this Agreement shall not exceed the portion of the Blocker Corporation Cash Payment or the portion of the Initial Cash Purchase Price, as the case may be, in each case, as adjusted and recalculated in accordance with Section 2.6, actually received by such Seller pursuant to this Agreement.

1.5 Section 9.8(b) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

(b) Tax Returns. Sellers' Representative shall prepare or cause to be prepared and file or cause to be filed all income Tax Returns, including any amendment of any such income Tax Return, for the Vista Blockers and Company Group which are filed after the Closing Date for any taxable period

ending on or prior to the Closing Date and for any Straddle Period (each a "Seller Tax Return"). No later than forty-five (45) days prior to filing any such Tax Return, Sellers' Representative shall submit any such Seller Tax Return (along with, at Purchaser's reasonable request, any supporting or underlying documentation related thereto) to the Purchaser for its review, comment and approval (such approval not to be unreasonably withheld, conditioned or delayed). Sellers' Representative shall consider in good faith any revisions as are reasonably requested by the Purchaser. Except as provided in Section 9.6 or in the first sentence of this Section 9.8(b), Purchaser shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Vista Blockers and Company Group which are filed after the Closing Date for any taxable period ending on or prior to the Closing Date and for any Straddle Period in accordance with past practice (other than as required by applicable Tax law) (each, a "Purchaser Tax Return"). No later than forty-five (45) days prior to filing any such Tax Return, Purchaser shall submit any such Purchaser Tax Return (along with, at Sellers' Representative's reasonable request, any supporting or underlying documentation related thereto) to the Sellers' Representative for its review, comment and, to the extent related to Taxes for which Sellers or their Affiliates are liable pursuant to this Agreement or the Contribution Agreement or otherwise, approval (such approval not to be unreasonably withheld, conditioned or delayed). Purchaser shall consider in good faith any revisions as are reasonably requested by the Sellers' Representative. Notwithstanding anything to the contrary herein, each of the parties hereto agrees to report any taxable gain pursuant to Section 311 of the Code attributable to the distribution from the Vista Blockers based on the 2017 valuation of the equity interests in Outdoors LLC and/or the Outdoors Business performed by Duff & Phelps Corporation (or another financial advisor, as determined by the Company), and each of the parties hereto shall file all Tax Returns (including amended Tax Returns and claims for Tax refunds) and information reports in a manner consistent therewith, other than as required by determination by an applicable Taxing Authority within the meaning of Section 1313(a) of the Code (or any corresponding provision of state or local law).

1.6 The Merger Agreement is hereby amended by adding the following as a new Section 9.8(j):

(j) Canadian Tax Election. At Purchaser's request, the Sellers' Representative shall make, or shall cause any member of the Company Group that is required to file a Tax Return in Canada for its taxation year that ends immediately prior to its acquisition of control by the Purchaser (a "Canadian Company Group Member") to make, an election under subsection 256(9) of the *Income Tax Act* (Canada) in respect of such Tax Return (a "Canadian Tax Election"). For purposes of Section 9.8(c) of this Agreement, the Sellers' Representative hereby consents to any Canadian Tax Election made by Purchaser or any Canadian Company Group Member after the Closing.

1.7 Section 9.15(a) of the Merger Agreement is hereby amended and supplemented by adding the following sentence to the end of Section 9.15(a):

Prior to the Initial Lock-Up Date, Purchaser shall use reasonable best efforts to prepare and file with the SEC, at Purchaser's sole cost and expense, a prospectus supplement under Rule 424(b)(7) under the 1933 Act, to the extent required in order to update the selling shareholder information (which information shall be provided to Purchaser by the applicable selling shareholders) to give effect to any transfers of Purchaser Shares by the Vista Blocker Sellers, the Vista AIVs or the Vista GPs to any Affiliates thereof, provided that any such transfers are permitted by and in accordance with the terms of this Agreement and the Stockholders Agreement and are effected reasonably in advance of the Initial Lock-Up Date.

1.8 Exhibit A to the Merger Agreement is hereby deleted and replaced in its entirety with Exhibit A attached hereto.

1.9 Upon the execution of this Amendment by Aggregator, (i) Aggregator shall become a party to the Merger Agreement as a Vista Blocker Seller and shall be entitled to the rights and benefits, and subject to the obligations, of a Vista Blocker Seller thereunder, and shall be bound by the terms, covenants and other provisions of the Merger Agreement applicable to the Vista Blocker Sellers and shall assume all rights and obligations of the Vista Blocker Sellers, with the same force and effect as if originally named therein, (ii) VEPF III AIV VI-A, L.P. and VFF I AIV IV-A, L.P. shall be deemed to have assigned their respective rights, benefits, and obligations under the Merger Agreement to Aggregator, (iii) neither VEPF III AIV VI-A, L.P. nor VFF I AIV IV-A, L.P. shall be deemed to be a party to the Merger Agreement, shall be deemed to be a Vista Blocker Seller thereunder, or shall be entitled to the rights and benefits, or subject to the obligations, of a Vista Blocker Seller thereunder, (iv) effective immediately prior to the Closing, the Equity Interests Schedule and the Vista Blockers Capitalization Schedule shall be deemed modified so that (1) the number of shares of common stock of VEPF III AIV VI-C Corp. held by VEPF III AIV VI-A, L.P is reduced to zero, (2) the number of shares of common stock of VFF I AIV IV-C Corp. held by VFF I AIV IV-A, L.P. is reduced to zero, (3) the number of shares of common stock of VEPF IV AIV VII-C Corp. held by VEPF IV AIV VII-A, L.P. is reduced to 19,940.67 (representing 73.76% of issued shares of VEPF IV AIV VII-C Corp.), and (4) (i) the number of shares of common stock of VEPF III AIV VI-C Corp. held by VEP Aggregator is 27,034.53 (representing 100% of issued shares of VEPF III AIV VI-C Corp.), (ii) the number of shares of common stock of VFF I AIV IV-C Corp. held by VEP Aggregator is 27,034.53 (representing 100% of issued shares of VFF I AIV IV-C Corp.), and (iii) the number of shares of common stock of VEPF IV AIV VII-C Corp. held by VEP Aggregator is 7093.8667 (representing 26.24% of issued shares of VEPF IV AIV VII-C Corp.). For the avoidance of doubt, in accordance with the foregoing, as of immediately prior to the Closing, VEP Aggregator and VEPF IV AIV VII-A, L.P. shall hold all of the outstanding Vista Blocker Shares.

Section 2. No Other Amendments to the Merger Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Merger Agreement remain unchanged and continue in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement or any of the documents referred to therein.

Section 3. Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each party hereto and thereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the parties hereto.

Section 4. Complete Agreement. The Merger Agreement, as amended by this Amendment, together with the other documents and instruments referred to therein constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof. The Merger Agreement shall continue in full force and effect, as amended by this Amendment. The Merger Agreement and this Amendment shall be read and construed as a single agreement, and all references to the Merger Agreement shall hereafter refer to the Merger Agreement, as amended by this Amendment.

Section 5. Miscellaneous. Section 10.3 of the Merger Agreement (Assignment), Section 10.4 of the Merger Agreement (Severability), Section 10.5 of the Merger Agreement (Construction), Section 10.6 of the Merger Agreement (Captions), Section 10.9 of the Merger Agreement (Counterparts), Section 10.10 of the Merger Agreement (Governing Law and Jurisdiction), Section 10.11 of the Merger Agreement (Waiver

of Jury Trial) and Section 10.12 of the Merger Agreement (Specific Performance) are herein incorporated by reference, *mutatis mutandis,* as if set forth herein in full.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed or caused this Amendment to be signed by their respective officers thereunto duly authorized all as of the date first written above.

COMPANY:

ATHLACTION TOPCO, LLC

By: /s/ Andrew Tate____

Name: Andrew Tate

Title: Vice President

PURCHASER:

GLOBAL PAYMENTS INC.

By:	/s/ David L. Green
Name:	David L. Green
Title:	Executive Vice President, General Counsel and Corporate Secretary

AGGREGATOR:
VEP GLOBAL AGGREGATOR, LLC

By:	VEP Group, LLC
Its:	Manager
By:	/s/ Robert F. Smith____
Name:	Robert F. Smith
Its:	Senior Managing Member

SELLERS' REPRESENTATIVE:
VISTA EQUITY PARTNERS MANAGEMENT, LLC

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith____
Name: Robert F. Smith
Its: Managing Member

STOCKHOLDERS AGREEMENT

Dated as of August 31, 2017

TABLE OF CONTENTS

		Page
Section 1.	Definitions	3
Section 2.	Standstill	6
Section 3.	Transfer Restriction	7
Section 4.	Representations and Warranties	9
Section 5.	Miscellaneous	10

THIS STOCKHOLDERS AGREEMENT is made and entered into as of August 31, 2017, by and among Global Payments Inc., a Georgia corporation (the "Company"), each of the Persons whose name appears on the signature page hereto (collectively, the "Stockholders") and any Permitted Transferee that becomes a party to this Agreement by executing and delivering a joinder to this Agreement in the form attached hereto as Exhibit A.

RECITALS

WHEREAS, in connection with the consummation of the transactions contemplated by the Stock Purchase and Merger Agreement (the "Merger Agreement"), dated as of August 2, 2017, by and among Athlaction Topco, LLC, a Delaware limited liability company, the Company, Athens Merger Sub, LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company, each of the Vista Blocker Sellers (as defined therein), Vista Equity Partners Management, LLC, solely in its capacity as Sellers' Representative (as defined therein) and, solely for purposes of certain specified Sections thereof, the Vista AIVs and the Vista GPs (as defined therein), the parties hereto desire to enter into this Agreement in order to establish certain rights, restrictions and obligations of the Stockholders and their Permitted Transferees, as well as to set forth certain other arrangements relating to the Company and its securities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties to this Agreement hereby agree as follows:

Section 1. Definitions.

(a) As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act, and "Affiliated" shall have a correlative meaning; provided, however, that for purposes of this Agreement, notwithstanding anything to the contrary set forth herein, (i) neither the Company nor any of its subsidiaries shall be deemed to be an Affiliate of any Stockholder, and (ii) no Stockholder shall be deemed to be an Affiliate of the Company or any of its subsidiaries.

"Activist" means, as of any date of determination, (i) a Person that has, directly or indirectly, including through its Affiliates, whether individually or as a member of a Group, within the five-year period immediately preceding such date of determination, (A) made, engaged in or been a participant in any "solicitation" of "proxies" (as such terms are defined under Regulation 14A under the Exchange Act) to vote, or advise or knowingly influence any Person with respect to the voting of, any equity securities of the Company, including in connection with a proposed change of control or other extraordinary or fundamental transaction, or a proposal for the election or replacement of directors, not approved (at the time of the first such proposal) by the board of directors of such issuer, (B) called, or publicly sought to call, a meeting of the shareholders of the Company or initiated any shareholder proposal for action by shareholders of the Company, in each case not approved (at the time of the first such action) by the board of directors of the Company, (C) otherwise publicly acted, alone or in concert with others, to seek to control or influence the management or the policies of the Company (provided, that this clause (C) is not

intended to include the activities of any member of the board of directors of the Company, with respect to the Company, taken in good faith solely in his or her capacity as a director of the Company), (D) commenced a "tender offer" (as such term is used in Regulation 14D under the Exchange Act) to acquire the equity securities of the Company that was not approved (at the time of commencement) by the board of directors of the Company in a Schedule 14D-9 filed under Regulation 14D under the Exchange Act, or (E) publicly disclosed any intention, plan, arrangement or other contract to do any of the foregoing or (ii) any Person listed on Schedule A hereto.

"Agreement" means this Stockholders Agreement, as amended, modified or supplemented from time to time, in accordance with the terms hereof, together with any exhibits, schedules or other attachments hereto.

"Beneficial Ownership" by a Person of any securities includes ownership by any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (i) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power, which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 adopted by the SEC under the Exchange Act; provided that for purposes of determining Beneficial Ownership, a Person shall be deemed to be the Beneficial Owner of any securities which may be acquired by such Person pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing). For purposes of this Agreement, a Person shall be deemed to Beneficially Own any securities Beneficially Owned by its Affiliates or any Group of which such Person or any such Affiliate is or becomes a member or is otherwise acting in concert. "Beneficially Own," "Beneficially Owned" and "Beneficially Owning" shall have a correlative meaning.

"Board" means the Board of Directors of the Company.

"Capital Stock" means, with respect to any Person at any time, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of capital stock, partnership interests (whether general or limited) or equivalent ownership interests in or issued by such Person.

"Common Stock" means the common stock, no par value, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or other similar reorganization.

"Company" has the meaning set forth in the Preamble.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC from time to time thereunder (or under any successor statute).

"Governmental Entity" means any United States or foreign (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal), (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral

tribunal and self-regulatory organizations, or (iv) any national securities exchange or national quotation system.

"Group" shall have the meaning assigned to it in Section 13(d)(3) of the Exchange Act.

"Laws" means, collectively, any applicable federal, state, local or foreign law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"Merger Agreement" has the meaning set forth in the Recitals.

"Permitted Transferee" means, with respect to any Stockholder, any Affiliate or limited partner of the Stockholder or such Affiliate (including any investment funds managed or affiliated with Vista Equity Partners Management, LLC and any investment vehicle of such investment funds) that becomes a party to and fully subject to and bound by this Agreement to the same extent as the transferring party by executing and delivering a joinder to this Agreement in the form attached hereto as Exhibit A.

"Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, foundation, unincorporated organization or government or other agency or political subdivision thereof, or any other entity or Group comprised of two or more of the foregoing.

"SEC" means the Securities and Exchange Commission or any successor agency administering the Securities Act and the Exchange Act at the time.

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

"Total Voting Power" means, at any time, the total number of votes then entitled to be cast by holders of the outstanding Common Stock and any other securities entitled to vote generally in the election of directors to the Board and not solely upon the occurrence and during the continuation of certain specified events.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, encumbrance, gift, pledge, assignment, attachment or other transfer, in any case, whether by merger, testamentary disposition, operation of Law or otherwise, and entry into a definitive agreement with respect to any of the foregoing and, when used as a verb, to directly or indirectly, voluntarily or involuntarily, sell, dispose, hypothecate, mortgage, encumber, gift, pledge, assign, attach or otherwise transfer, in any case, whether by merger, testamentary disposition, operation of Law or otherwise, or enter into a definitive agreement with respect to any of the foregoing. For purposes of this Agreement, the sale of the interest of a party to this Agreement in an Affiliate of such party which Beneficially Owns Voting Securities shall be deemed a Transfer by such party of such Voting Securities unless such party retains Beneficial Ownership of such Voting Securities following such transaction.

"Voting Securities" means, at any time, shares of any class of Capital Stock or other securities of the Company, including the Common Stock, which are entitled to vote generally in the election of directors to the Board and not solely upon the occurrence and during the continuation of certain specified events, and any securities convertible into or exercisable or exchangeable for such shares of Capital Stock (whether or not currently so convertible, exercisable or exchangeable or only upon the passage of time, the occurrence of certain events or otherwise).

(b) In addition to the above definitions, unless the context requires otherwise:

(i) any reference to any statute, regulation, rule or form as of any time shall mean such statute, regulation, rule or form, as amended or modified from time to time, and shall also include any successor statute, regulation, rule or form, as amended or modified from time to time;

(ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", in each case notwithstanding the absence of any express statement to such effect, or the presence of such express statement in some contexts and not in others;

(iii) references to "Section" are references to Sections of this Agreement;

(iv) words such as "herein", "hereof", "hereinafter" and "hereby" when used in this Agreement refer to this Agreement as a whole;

(v) references to "dollars" or "$" in this Agreement are to United States dollars; and

(v) references to "business day" mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized by Law or order to be closed.

Section 2. Standstill.

(a) Without the prior written approval of the Company, none of the Stockholders shall, directly or indirectly, and the Stockholders shall cause their controlled Affiliates not to, directly or indirectly: (i) make, or in any way participate or engage in, any "solicitation" of "proxies" (as such terms are defined under Regulation 14A under the Exchange Act) to vote, or advise or knowingly influence, or seek to advise or knowingly influence, any Person with respect to the voting of, any Voting Securities, including by forming, joining or in any way participating in a Group (other than a group among the Stockholders and their Affiliates); (ii) form, join or in any way participate in, or enter into any agreement, arrangement or understanding with, a Group with respect to Voting Securities (other than a group among the Stockholders and their Affiliates); (iii) commence any tender or exchange offer for any Voting Securities; (iv) enter into or agree, offer, propose or seek (whether publicly or otherwise) to enter into, or otherwise be involved in or part of, or publicly support, announce, endorse or encourage or submit to the Company or its Board, any acquisition transaction, merger or other business combination relating to all or part of the Company or any of its subsidiaries, or that would result in the Stockholders (collectively) Beneficially Owning, in the aggregate, Voting Securities representing more than the Voting Securities Beneficially Owned by the Stockholders (collectively) as of the date of this Agreement, or any acquisition transaction for all or part of the assets of the Company or any of its subsidiaries or any of their respective businesses or any recapitalization, restructuring, change in control or similar extraordinary transaction involving the Company or any of its subsidiaries; (v) call or seek to call a meeting of the stockholders of the Company or initiate, support or endorse any stockholder proposal for action by stockholders of the Company, including any action by written consent; (vi) acquire, offer or propose to acquire, or agree or seek to acquire, or solicit the acquisition of, by purchase, tender or exchange offer, through the acquisition of control of another Person (including by way of merger or consolidation), by joining a partnership, syndicate or other Group, through the use of a

derivative instrument or voting agreement, or otherwise, Beneficial Ownership of any additional Voting Securities (other than (A) pursuant to any stock split or stock dividend or similar corporate action affecting all security holders on a pro rata basis, (B) from other Stockholders or their Affiliates or (C) through open-market purchases, up to an amount such that the Stockholders Beneficially Own, in the aggregate, less than 6% of the Total Voting Power); (vii) deposit any Voting Securities in a voting trust or similar arrangement or subject any Voting Securities to any voting agreement, pooling agreement or similar arrangement (other than such agreements or arrangements among the Stockholders and their Affiliates); (viii) enter into any discussions, negotiations, arrangements or understandings with any Person with respect to any of the foregoing prohibited activities; (ix) otherwise act, alone or in concert with others, to seek to control or knowingly influence the management or the policies of the Company; (x) advise or knowingly assist, encourage or act as a financing source for or otherwise invest in or enter into any discussions, negotiations, agreements or arrangements with, any other Person in connection with any of the foregoing, (xi) publicly request that the Company amend, waive or otherwise consent to any action inconsistent with any provision of this Section 2(a); (xii) publicly disclose, directly or through any representative, any intention, plan or arrangement inconsistent with any of the foregoing; or (xiii) take any action which could require the Company to make a public announcement regarding the possibility of any of the foregoing.

Section 3. Transfer Restriction.

(a) For so long as this Agreement remains in effect, the Stockholders shall not, nor shall any Stockholder permit any of its controlled Affiliates to, Transfer any Voting Securities Beneficially Owned by such Person as of the date of this Agreement, other than (i) in a Transfer by a Stockholder to a Permitted Transferee of the applicable Stockholder, so long as such Permitted Transferee, as a condition to such transfer, executes a joinder to this Agreement in the form attached as Exhibit A hereto or (ii) in compliance with each of the following clauses (A) and (B):

(A) in a transaction with any Person or Group who, after consummation of such Transfer, would not have Beneficial Ownership of Voting Securities representing in the aggregate 5.0% or more of the Total Voting Power; and

(B) to a Person or Group that, to such Stockholder’s knowledge, is not an Activist or member of a Group that includes an Activist.

(b) The restrictions set forth in this Section 3 shall not apply to (i) Transfers of Voting Securities pursuant to any sale, merger, consolidation, acquisition (including by way of tender offer or exchange offer or share exchange), recapitalization or other business combination involving the Company or any of its subsidiaries pursuant to which more than 25% of the Voting Securities or the consolidated total assets of the Company would be acquired or received by any Person (other than the Company or its subsidiaries) in one or a series of related transactions, provided that the Board has approved such transaction or proposed such transaction and recommended it to the stockholders of the Company (and has not withdrawn such recommendation), (ii) open market transactions pursuant to Rule 144 or (iii) transactions pursuant to an effective registration statement; provided that, in the case of each of clauses (ii) and (iii), the Stockholder does not have knowledge that the Transfer would not be in compliance with clauses (A) or (B) above. Without limiting any of the foregoing restrictions, no Stockholder shall Transfer any Voting Securities Beneficially Owned by it to any Permitted Transferee unless such Permitted Transferee becomes a party to and fully subject to and bound by this Agreement to the same extent

as the Stockholder by executing and delivering a joinder to this Agreement in the form attached hereto as Exhibit A. Without limiting the foregoing, the Stockholders agree that they will not Transfer any Voting Securities except pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act, or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable state, federal and foreign securities Laws. The restrictions set forth in this Section 3 shall be in addition to, and not in limitation of, any restrictions applicable to the Stockholders pursuant to the Merger Agreement.

(c) The right of any Stockholder or any of their respective Affiliates to Transfer Voting Securities Beneficially Owned by such Person is subject to the restrictions set forth in this Section 3, and no Transfer by any Stockholder or any of its Affiliates of Voting Securities Beneficially Owned by such Person may be effected except in compliance with this Section 3, Any attempted Transfer in violation of this Agreement shall be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the Transfer restrictions set forth in this Agreement, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register of the Company. No Transfer by a Stockholder shall be effective unless and until the Company shall have been furnished with information reasonably satisfactory to it demonstrating that such Transfer is (x) in compliance with this Section 3, and (y) registered under, exempt from or not subject to the provisions of Section 5 of the Securities Act and any other applicable securities Laws.

(d) With respect to the Stockholders, any certificates for shares of Common Stock shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to any uncertificated shares) referencing restrictions on Transfer of such shares of Common Stock under the Securities Act and under this Agreement, which legend shall state in substance:

> "THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS.
>
> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A STOCK PURCHASE AND MERGER AGREEMENT, DATED AS OF AUGUST 2, 2017, BY AND AMONG THE COMPANY AND CERTAIN OTHER PARTIES THERETO, AND A STOCKHOLDERS AGREEMENT DATED AS OF AUGUST 31, 2017, BY AND AMONG THE COMPNAY AND CERTAIN OTHER PARTIES THERETO (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY)."

(e) Notwithstanding the foregoing Section 3(d), upon request of a Stockholder, if at any time the restrictions on transfer under the Securities Act are no longer applicable, upon receipt by the Company of an opinion of counsel reasonably satisfactory to the Company to the effect that

the foregoing legend is no longer required under the Securities Act, the Company shall promptly cause the foregoing legend to be removed from any certificate for any shares of Common Stock to be Transferred by a Stockholder (other than a Transfer to a Permitted Transferee); provided, that such Transfer is permitted under this Agreement and the Merger Agreement.

Section 4. Representations and Warranties.

(a) Representations and Warranties of the Stockholders. Each Stockholder represents and warrants to the Company (and each Permitted Transferee hereby represents and warrants to the Company, as of the date of the joinder agreement pursuant to which such Permitted Transferee became a party to this Agreement), as follows:

(i) It is duly organized and validly formed under the Laws of the jurisdiction of its organization. It has the full right, power and authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

(ii) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other analogous action on its part and does not require any corporate or other action on the part of any trustee or beneficial or record owner of any equity interest in such Stockholder or in the Voting Securities Beneficially Owned by such Stockholder, other than those which have been obtained prior to the date hereof and are in full force and effect.

(iii) This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(iv) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement do not and will not conflict with, result in a breach of or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under applicable Law, any trust instrument, organizational document, or any contract or agreement to which it is a party.

(v) Other than the 6,125,499 shares of Common Stock in the aggregate that the Stockholders received at the Closing (as defined in the Merger Agreement) pursuant to the terms of the Merger Agreement, the Stockholders do not Beneficially Own any shares of Common Stock or other Voting Securities. There are no voting trusts, stockholder agreements, proxies or other agreements in effect pursuant to which such Stockholder has a contractual obligation with respect to the voting or Transfer of any Voting Securities or which are otherwise inconsistent with or conflict with any provision of this Agreement.

(b) Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholders as follows:

(i) The Company is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Georgia. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(ii) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Stockholders, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(iii) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement do not and will not conflict with, result in a breach of or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under applicable Law, the organizational documents of the Company or any contract or agreement to which the Company is a party.

Section 5. Miscellaneous.

(a) Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of (i) the Company, in the case of the Stockholders, or (ii) the Stockholders Beneficially Owning a majority of the Voting Securities then owned by all Stockholders, in the case of the Company. Any purported assignment in contravention hereof shall be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. This Agreement (including the documents and instruments referred to herein) is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto.

(b) Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by any party hereto, as applicable, in accordance with their specific terms or were otherwise breached by any party hereto, as applicable. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, without any requirement to post or provide any bond or other security in connection therewith, to prevent breaches of this Agreement by any party, as applicable, and to enforce specifically the terms and provisions hereof against such party, as applicable, in any court having jurisdiction, this being in addition to any other remedy to which the parties hereto are entitled at law or in equity.

(c) Waiver. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(d) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law 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. To the extent permitted by law, each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, only if such court declines to accept jurisdiction over a particular matter, any United States federal court sitting in Wilmington, Delaware or, only if such Court of Chancery and such United States federal courts decline to accept jurisdiction over a particular matter, any other state court sitting in the State of Delaware, over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

(e) Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(f) Notices. All notices, demands and other communications to be given or delivered to the Company or the Stockholders under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered, one (1) Business Day after being sent by reputable overnight courier or when transmitted by facsimile, telecopy (transmission confirmed), or e-mail, in each case as appropriate to the addresses indicated below (unless another address is so specified by the applicable party in writing):

If to the Company:

Global Payments Inc.
3550 Lenox Road, Suite 3000
Atlanta, GA 30326
Attention: General Counsel
Facsimile: (770) 829-8265
E-Mail: david.green@globalpay.com

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Edward D. Herlihy
Jacob A. Kling
Facsimile: (212) 403-2000
E-mail: EDHerlihy@wlrk.com
JAKling@wlrk.com

If to the Stockholders:

c/o Vista Equity Partners Management, LLC
Four Embarcadero Center, 20th Floor
San Francisco, CA 94111
Attention: David A. Breach and Andrew Tate
Facsimile: (512) 730-2453
E-mail: dbreach@vistaequitypartners.com;
atate@vistaequitypartners.com

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

Kirkland & Ellis LLP
555 California Street, Suite 2700
San Francisco, CA 94104
Attention: Noah D. Boyens, P.C.
Vlad Kroll
Facsimile: (415) 439-1500
E-mail: noah.boyens@kirkland.com;
vlad.kroll@kirkland.com

If to any Permitted Transferee, to such address as is designated by such Permitted Transferee in such Permitted Transferee's joinder to this Agreement.

(g) Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person. The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, and all of which taken together shall constitute one and the same instrument.

(i) Entire Agreement. This Agreement (including the documents and the instruments referred to herein), together with the Merger Agreement, constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(j) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(k) Amendments and Waivers. No provision of this Agreement may be amended, modified or waived unless (i) in the case of an amendment or modification, such amendment or

modification is in writing and signed by the Company and Stockholders Beneficially Owning a majority of the Voting Securities then owned by all Stockholders or (ii) in the case of a waiver, such waiver is in writing and signed by the Company, if the waiver is to be effective against the Company, or the Stockholders Beneficially Owning a majority of the Voting Securities then owned by all Stockholders, if the waiver is to be effective against any Stockholder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

(l) Further Assurances. Each party to this Agreement shall cooperate and take such action as may be reasonably requested by another party to this Agreement in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby, in each case at the requesting party's expense.

(m) Term and Termination. This Agreement will be effective as of the date hereof and shall terminate on the second anniversary of the date hereof. This Section 5 shall survive such termination.

(n) Stockholder Actions. Any determination, consent or approval of, or notice or request delivered by, or any similar action of the Stockholders shall be made by and shall be valid and binding upon all Stockholders if made by Stockholders Beneficially Owning a majority of the Voting Securities then owned by all Stockholders.

[Signature Page Follows]

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

GLOBAL PAYMENTS INC.

By:	/s/ David L. Green
Name:	David L. Green
Title:	Executive Vice President, General Counsel and Corporate Secretary

VEPF IV AIV VII-A, L.P.

By: Vista Equity Partners Fund IV GP, LLC
Its: General Partner

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith
Name: Robert F. Smith
Title: Managing Member

VEP Global Aggregator, LLC

By: /s/ Robert F. Smith
Name: Robert F. Smith
Title: Manging Member

VEPF III AIV VI, L.P.
By: Vista Equity Partners Fund III GP, LLC
Its: General Partner

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith
Name: Robert F. Smith
Title: Managing Member

VEPF IV AIV VII, L.P.

By: Vista Equity Partners Fund IV GP, LLC
Its: General Partner

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith
Name: Robert F. Smith
Title: Managing Member

VFF I AIV IV, L.P.

By: Vista Foundation Fund I GP, LLC
Its: General Partner

By: VEP Group, LLC

Its: Senior Managing Member

By: /s/ Robert F. Smith__________________
Name: Robert F. Smith
Title: Managing Member

VISTA EQUITY PARTNERS FUND III GP, LLC

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith__________________
Name: Robert F. Smith
Title: Managing Member

VISTA EQUITY PARTNERS FUND IV GP, LLC

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith__________________
Name: Robert F. Smith
Title: Managing Member

VISTA FOUNDATION FUND I GP, LLC

By: VEP Group, LLC
Its: Senior Managing Member

By: /s/ Robert F. Smith__________________
Name: Robert F. Smith
Title: Managing Member

By: /s/ Todd Tyler______________________-
Name: Todd Tyler

By: /s/ Roland Tanner
Name: Roland Tanner
By: /s/ Amanda Johnson
Name: Amanda Johnson

By: /s/ Andrew Williams
Name: Andrew Williams

By: /s/ Ann McCloskey
Name: Ann McCloskey

By: /s/ Brian Jawalka
Name: Brian Jawalka

By: /s/ Chris Kraft
Name: Chris Kraft

By: /s/ Darryl Lewis
Name: Darryl Lewis

By: /s/ Dave Osborne
Name: Dave Osborne

By: /s/ Dave Wirta
Name: Dave Wirta

By: /s/ Deana Healy
Name: Deana Healy

By: /s/ Gerald Ward
Name: Gerald Ward

By: /s/ Imran Shaikh

Name: Imran Shaikh

By: /s/ Jeremy Muench____________________
Name: Jeremy Muench

By: /s/ Jimmy Kelly_______________________
Name: Jimmy Kelly

By: /s/ Joe Lettween______________________
Name: Joe Lettween

By: /s/ Leonard Ward_____________________
Name: Leonard Ward

By: /s/ Phil Bussey_______________________
Name: Phil Bussey

By: /s/ Robb Ellis_________________________
Name: Robb Ellis

By: /s/ Sean Pickett_______________________
Name: Sean Pickett

By: /s/ Tom Coffey________________________
Name: Tom Coffey

EXHIBIT A

FORM OF JOINDER

The undersigned is executing and delivering this Joinder Agreement pursuant to that certain Stockholders Agreement, dated as of August 31, 2017 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "Stockholders Agreement") by and among Global Payments Inc., a Georgia corporation, each of the Persons whose name appears on the signature page thereto, and any Permitted Transferee that becomes a party to the Stockholders Agreement in accordance with the terms thereof. Capitalized terms used but not defined in this Joinder Agreement shall have the respective meanings ascribed to such terms in the Stockholders Agreement.

By executing and delivering this Joinder Agreement to the Stockholders Agreement, the undersigned hereby adopts and approves the Stockholders Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned's becoming a Stockholder, to become a party to, and to be bound by and comply with the provisions of, the Stockholders Agreement applicable to the Stockholders, in the same manner as if the undersigned were an original signatory to the Stockholders Agreement. Without limiting the foregoing, the undersigned hereby acknowledges and agrees that the Stockholders Beneficially Owning a majority of the Voting Securities then owned by all Stockholders shall be entitled to act on behalf of and bind the undersigned under the Stockholders Agreement.

The undersigned hereby represents and warrants that, pursuant to this Joinder Agreement and the Stockholders Agreement, it is a Permitted Transferee of [Transferor].

The undersigned acknowledges and agrees that Section 5(a) through Section 5(l) of the Stockholders Agreement are incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

[*Signature Page to Joinder*]

Accordingly, the undersigned have executed and delivered this Joinder Agreement as of the ___ day of ___________, ____.

TRANSFEREE

____

Name:

Notice Information

Address:

Telephone:

Facsimile:

Email:

[*Signature Page to Joinder*]

AGREED AND ACCEPTED

as of the ____ day of _______________, _______.

GLOBAL PAYMENTS INC.

By: ________________________________

Name:

Title:

[TRANSFEROR]

By: ________________________________

Name:

Title:

Schedule A

1. Ancora Advisors LLC
2. Barington Companies Investors LLC
3. Basswood Capital Management LLC
4. Biglari Capital Corp.
5. Bulldog Investors LLC
6. Cannell Capital, LLC
7. Carlson Capital LP
8. Clinton Group, Inc.
9. Clover Partners LP
10. Corvex Management LP
11. Crescendo Advisors LLC
12. Discovery Group I LLC
13. Elliott Management Corporation
14. Engaged Capital LLC
15. Engine Capital Management LLC
16. FrontFour Capital Group LLC
17. GAMCO Asset Management, Inc.
18. Greenlight Capital, Inc.
19. Highland Capital Management, L.P.
20. Icahn Associates Corp.
21. JANA Partners LLC
22. JCP Investment Management LLC
23. Karpus Investment Management
24. Land & Buildings Investment Management LLC
25. Lone Star Value Management, LLC
26. Lucus Advisors LLC
27. Marcato Capital Management LP
28. Northern Right Capital Management LP
29. Osmium Partners LLC
30. Pershing Square Capital Management LP
31. PL Capital Advisors LLC

32. Potomac Capital Management, Inc.
33. Privet Fund Management LLC
34. Raging Capital Management, LLC
35. Red Mountain Capital Partners LLC
36. Sandell Asset Management Corp.
37. Sarissa Capital Management LP
38. Southeastern Asset Management, Inc.
39. Starboard Value LP
40. Steel Partners, L.L.C.
41. Stilwell Value LLC
42. TCI Fund Management Ltd.
43. Third Point LLC
44. Trian Fund Management, L.P.
45. ValueAct Capital Management LP
46. Veteri Place Corp.
47. VIEX Capital Advisors, LLC

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48. Voce Capital Management LLC
49. Western Investment LLC
50. Wynnefield Capital Management, LLC