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 1, 2022

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)	**(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

None
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol	Name of exchange on which registered
Common stock, no par value	**GPN**	**New York Stock Exchange**

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2b 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.

Acquisition of EVO Payments, Inc.

On August 1, 2022, Global Payments Inc., a Georgia corporation ("Global Payments"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with EVO Payments, Inc., a Delaware corporation ("EVO Payments"), and Falcon Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Global Payments ("Merger Subsidiary").

Merger Agreement

Pursuant to the Merger Agreement, and subject to the terms and conditions thereof, Merger Subsidiary will merge with and into EVO Payments (the "Merger"), with EVO Payments surviving the Merger as a wholly owned subsidiary of Global Payments. Subject to the terms and conditions set forth in the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of Class A Common Stock of EVO Payments, par value $0.0001 per share ("Class A Common Stock") outstanding immediately prior to the Effective Time (including each share of Class A Common Stock issued upon (a) the Exchange and (b) the Conversion as described in further detail below) will be converted into the right to receive $34.00 in cash, without interest (such amount per share, the "Merger Consideration"), other than (i) those shares of Class A Common Stock owned by EVO Payments as treasury stock or otherwise, Global Payments or Merger Subsidiary, (ii) any shares of Class A Common Stock owned by any wholly owned subsidiary of Global Payments (other than Merger Subsidiary) or of EVO Payments (in each case, other than any such shares held in a fiduciary, representative or other capacity on behalf of third parties) and (iii) any shares as to which appraisal rights have been properly exercised, and not withdrawn, in accordance with the Delaware General Corporation Law.

The Merger Agreement also provides that, at the Effective Time, each outstanding EVO Payments restricted stock unit award with respect to Class A Common Stock that is not subject to performance-vesting conditions, and each outstanding unvested EVO Payments stock option, will generally be converted into a corresponding restricted stock unit or option award with respect to shares of Global Payments common stock, no par value ("Global Payments Common Stock"), adjusted based on the Equity Award Exchange Ratio. EVO Payments performance-vesting restricted stock unit awards will be converted into time-vesting restricted stock unit awards with respect to Global Payments Common Stock, with the number of shares of EVO Payments Class A Common Stock subject to the award prior to conversion determined as described in the Merger Agreement. Each such converted Global Payments equity award will be subject to the same terms and conditions (including vesting, exercisability and treatment upon termination terms) as applied to the corresponding EVO Payments equity award. Notwithstanding the foregoing, each outstanding EVO Payments equity award held by certain employees of EVO Payments whose employment is terminated without cause, or who resign for good reason, at the Effective Time, shall be vested and canceled in exchange for a cash payment equal to the Merger Consideration multiplied by the number of shares of EVO Payments Class A Common Stock underlying the award. Outstanding vested EVO Payments stock options will be canceled in exchange for a cash payment equal to the Merger Consideration less the applicable exercise price, with any vested stock options with an exercise price that is equal to or greater than the Merger Consideration canceled for no consideration. For purposes of the Merger Agreement, the "Equity Award Exchange Ratio" means the quotient of (A) the Merger Consideration divided by (B) the average of the closing sale prices of one share of Global Payments Common Stock on the New York Stock Exchange as reported by The Wall Street Journal for the fifteen consecutive full trading days ending on the trading day immediately preceding the closing of the Merger.

If the Merger is consummated, the Class A Common Stock will be delisted from the NASDAQ stock exchange and deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Each of EVO Payments, Global Payments and Merger Subsidiary has made customary representations and warranties and covenants in the Merger Agreement, including, among others, covenants to use their respective reasonable best efforts to (i) take all actions necessary to effect the Merger, including using reasonable best efforts to take all actions to obtain required regulatory approvals, subject to the limitation that no action will be required if such action, individually or in the aggregate with any other action, would reasonably be expected to materially impair the benefits that Global Payments expects to achieve from the Merger and the transactions contemplated by the Merger Agreement and, (ii) in the case of EVO Payments, obtain approval of its stockholders. In addition, EVO Payments has agreed to other customary covenants, including, among others, covenants to conduct its business in the ordinary course and to refrain from taking certain specific actions during the interim period between the execution of the Merger Agreement and the Effective Time.

The obligations of the parties to consummate the Merger are subject to the satisfaction or waiver of customary closing conditions set forth in the Merger Agreement, including, among others, (i) the adoption of the Merger Agreement by the EVO Payments stockholders, (ii) the expiration or termination of any waiting period applicable under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, as well as the receipt of certain additional regulatory approvals outside of the United States, (iii) the absence of any applicable law or order by a court or other governmental authority of competent jurisdiction in effect restraining, enjoining or otherwise prohibiting the Merger, (iv) the absence of a "Material Adverse Effect" (as defined in the Merger Agreement) with respect to EVO Payments, (v) the other party's representations and warranties being true and correct (subject to certain customary materiality exceptions) and the other party having performed in all material respects its obligations under the Merger Agreement, (vi) the completion of (x) the Exchange and the Conversion (as described in further detail below) and (y) transactions contemplated by the Blueapple Sale Agreement (as described in further detail below) and (vii) the TRA Amendment being in full force and effect (as described in further detail below). The Merger is not conditioned on Global Payments or any other party obtaining debt financing.

The Merger Agreement provides that EVO Payments must comply withcustomary non-solicitation restrictions, including, among others, certain restrictions on its ability to solicit alternative Acquisition Proposals (as defined in the Merger Agreement) from third parties, to provide non-public information to third parties and to engage in negotiations with third parties regarding alternative Acquisition Proposals. Subject to certain customary "fiduciary out" exceptions, the EVO Payments board of directors is required to recommend that the EVO Payments stockholders adopt the Merger Agreement and to call a meeting of the EVO Payments stockholders to vote on a proposal to adopt the Merger Agreement.

Either EVO Payments or Global Payments may terminate the Merger Agreement prior to the Effective Time in certain circumstances, including, among others, (i) by mutual agreement, (ii) by either party if the Merger is not completed on or before May 1, 2023 (subject to two automatic three-month extensions in certain circumstances if required regulatory approvals have not been obtained by such date), (iii) by either party if a governmental authority of competent jurisdiction has issued a final non-appealable order or law permanently prohibiting the Merger, (iv) by either party if EVO Payments' stockholders fail to adopt the Merger Agreement upon a vote taken thereon, and (v) by either party if the other party breaches its representations, warranties or covenants in the Merger Agreement or otherwise breaches its obligations under the Merger Agreement such that the applicable condition to the consummation of the Merger is not satisfied, subject in certain cases, to the right of the breaching party to cure the breach and payment of termination fees as described below. In addition, subject to the conditions and applicable termination fees as prescribed in the Merger Agreement, prior to obtaining approval of the EVO Payments stockholders, (x) EVO Payments may terminate the Merger Agreement in order to enter into a definitive agreement with a third party to effect the transaction contemplated by a Superior Proposal (as defined in the Merger Agreement), and (y) Global Payments may terminate the Merger Agreement in the event of an Adverse Recommendation Change (as defined in the Merger Agreement) with respect to the Merger or if EVO Payments breaches, in any material respect, its covenants not to solicit alternative Acquisition Proposals.

In addition, the Merger Agreement provides that EVO Payments must pay Global Payments a $100 million termination fee if Global Payments terminates the Merger Agreement in the event of an Adverse Recommendation Change, or if EVO Payments terminates the Merger Agreement to enter into a definitive agreement with a third party to effect the transaction contemplated by a Superior Proposal, as set forth in, and subject to the conditions of, the Merger Agreement. EVO Payments must also pay Global Payments a $100 million termination fee if the Merger Agreement is terminated in certain specified circumstances where an alternative Acquisition Proposal to the Merger has been made and not withdrawn at least three business days prior to the EVO Payments stockholders' meeting and, within twelve (12) months following such termination, EVO Payments enters into a definitive agreement in respect of an alternative transaction or an alternative transaction is consummated (whether or not the same transaction contemplated by the alternative Acquisition Proposal as that referred to above).

The foregoing summary of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Merger Agreement has been attached to provide investors and security holders with information regarding its terms and is not intended to provide any factual information about Global Payments, Merger Subsidiary or EVO Payments. The representations, warranties and covenants in the Merger Agreement were made only for the purpose of the Merger Agreement and solely for the benefit of the parties to the Merger Agreement as of specific dates. Such representations, warranties and covenants may have been made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, may or may not be accurate as of any specific date, and may be subject to important limitations and qualifications (including exceptions thereto set forth in the disclosure letter agreed to by the contracting parties) and may therefore not be complete. The representations, warranties and covenants in the Merger Agreement may also be subject to standards of materiality applicable to the contracting parties that may differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties to the Merger Agreement or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Global Payments' public disclosures.

Voting and Support Agreements

As an inducement to Global Payments entering into the Merger Agreement, on August 1, 2022, (x) MDCP Cardservices II LLC, Madison Dearborn Capital Partners VI-C, L.P. and MDCP Cardservices LLC (collectively, the "MDP Entities"), and (y) Mr. James G. Kelly, EVO Payments' Chief Executive Officer (together with the MDP Entities, the "Stockholders"), who collectively beneficially own shares representing approximately 22% of the voting power of EVO Payments, entered into Voting and Support Agreements with Global Payments, Merger Subsidiary and EVO Payments (the "Voting Agreements"), pursuant to which the Stockholders have agreed to, among other things, (i) vote their shares in favor of the matters to be submitted to EVO Payments' stockholders in connection with the Merger, (ii) vote their shares against any action, proposal, transaction or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the adoption of the Merger Agreement or the timely consummation of transactions contemplated by the Merger, subject to the terms and conditions set forth in the Voting Agreement and (iii) exchange, in accordance with the terms of that certain Exchange Agreement, dated as of May 22, 2018 by and among EVO Payments, EVO Investco, LLC and the holders of common stock of EVO Payments and other persons party thereto (as amended on November 5, 2018, the "Exchange Agreement"), automatically and without further action on the part of any party, all of the Stockholder's Paired Interests (as defined in the Exchange Agreement) in accordance with the terms of Section 2.04(a) and Section 2.01(f)(i) of the Exchange Agreement, effective immediately prior to and conditioned upon the Closing (the "Exchange"). Following the Exchange, the shares of Class A Common Stock issued upon such exchange will be converted into the right to receive the Merger Consideration pursuant to, and in accordance with the terms of, the Merger Agreement.

Additionally, as an inducement to Global Payments entering into the Merger Agreement, pursuant to its Voting Agreement, the MDP Entities each agreed to irrevocably and unconditionally convert all shares of Series A Convertible Preferred Stock of EVO Payments, par value $0.0001 (the "Series A Convertible Preferred Stock") held by each such MDP Entity into Class A Common Stock, immediately prior to and contingent and conditioned upon the closing of the Merger (and in accordance with the terms of the Certificate of Designations of Series A Convertible Preferred Stock EVO Payments) (such conversion, the "Conversion"). Following the Conversion, the Class A Common Stock into which the Series A Convertible Preferred Stock was converted will be entitled to receive the Merger Consideration payable in respect of shares of Class A Common Stock pursuant to the Merger Agreement. The MDP Entities have also agreed not to take any action that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the conversion of the Series A Convertible Preferred Stock for Class A Common Stock as contemplated by the Voting Agreement with the MDP Entities.

The foregoing description of the Voting Agreements is only a summary, does not purport to be complete and is qualified by reference to the full text of the Voting Agreements, copies of which are attached as Exhibit 10.1 and Exhibit 10.2 hereto and incorporated by reference herein.

Blueapple Sale Agreement

Concurrently with the execution of the Merger Agreement, Blueapple, Inc. ("Blueapple") entered into that certain Common Unit Purchase Agreement (the "Blueapple Sale Agreement") with Global Payments and EVO Payments, pursuant to which Blueapple will sell all of its Common Units of EVO Investco, LLC ("OpCo") to EVO Payments in exchange for $1,093,560,292, representing the product of the Merger Consideration and the number of common units in OpCo owned by Blueapple, concurrently with, and contingent and conditioned upon, the closing of the transactions contemplated by the Merger Agreement.

The foregoing description of the Blueapple Sale Agreement is only a summary, does not purport to be complete and is qualified by reference to the full text of the Blueapple Sale Agreement, a copy of which is attached as Exhibit 10.3 hereto and incorporated by reference herein.

Tax Receivable Agreement Amendment

EVO Payments, OpCo and certain other members of OpCo are party to a Tax Receivable Agreement, dated as of May 25, 2018 (the "TRA" and such parties entitled to payment under the TRA, the "TRA Payment Recipients"), which was entered into in connection with EVO Payments' initial public offering. In connection with the execution and delivery of the Merger Agreement, EVO Payments, OpCo and certain other parties to the TRA entered into Amendment No. 1 to the Tax Receivable Agreement (the "TRA Amendment"), pursuant to which such parties agreed to terminate the TRA immediately after the Effective Time on the terms set forth in the TRA Amendment. In connection with the termination, EVO Payments has agreed to pay the TRA Payment Recipients an aggregate payment equal to $225 million minus any payments made under the Tax Receivable Agreement to the TRA Payment Recipients between August 1, 2022 and the Effective Time in connection with the Merger, which constitutes a change of control under the TRA. In the event the Merger Agreement is terminated, the TRA Amendment will no longer be of any force and effect. The effectiveness of the TRA Amendment is a closing condition to Global Payments', Merger Subsidiary's and Evo Payments' obligation to complete the Merger.

Silver Lake Investment

Convertible Notes Investment Agreement

On August 1, 2022, Global Payments entered into an investment agreement (the "Investment Agreement") with Silver Lake Partners VI DE (AIV), L.P. and Silver Lake Alpine II, L.P. (collectively, "Silver Lake Purchasers" and, together with their affiliates, "Silver Lake"), relating to the issuance to Silver Lake of $1.5 billion in aggregate principal amount of 1.00% convertible senior notes due 2029 (the "2029 Notes"). The transactions contemplated by the Investment Agreement are expected to close on or around August 8, 2022, subject to customary closing conditions. Subject to the terms of the Investment Agreement, the Investment Agreement will automatically terminate if such closing does not occur prior to August 31, 2022.

The 2029 Notes are expected to be governed by an indenture (the "Indenture") between Global Payments and a trustee. The 2029 Notes will bear interest at a rate of 1.00% per annum. Interest on the 2029 Notes will be payable semi-annually in arrears. It is expected that the 2029 Notes will mature in 2029, subject to earlier conversion or repurchase.

The 2029 Notes will be convertible at the option of the holder at any time after the date that is eighteen months after the issuance of the 2029 Notes (or earlier, upon the occurrence of certain corporate events) until the scheduled trading day prior to the maturity date. The 2029 Notes will be convertible into cash and shares of Global Payments' common stock based on an initial conversion rate of 7.1089 shares of common stock per $1,000 principal amount of the 2029 Notes (which is equal to an initial conversion price of approximately $140.67 per share), subject to customary anti-dilution

and other adjustments upon the occurrence of certain events. In addition, if certain corporate events that constitute a "Make-Whole Fundamental Change" (as defined in the Indenture) occur, then the conversion rate will in certain circumstances be increased for a specified period of time. Upon conversion, the principal amount of, and interest due on, the 2029 Notes will be required to be settled in cash and any other amounts may be settled in shares, cash or a combination or shares and cash at Global Payments' election.

The 2029 Notes will not be redeemable by Global Payments. If certain corporate events that constitute a "Fundamental Change" (as defined in the Indenture) occur, any holder of the 2029 Notes may require that Global Payments repurchase all or any portion of the principal amount of the 2029 Notes held by such holder at a purchase price of par plus accrued and unpaid interest to, but excluding, the "Fundamental Change Repurchase Date" (as defined in the Indenture). The definition of Fundamental Change will include certain change of control transactions involving Global Payments and certain de-listing events with respect to Global Payments' common stock.

The Indenture will include customary "events of default," which may result in the acceleration of the maturity of the 2029 Notes under the Indenture. The Indenture will also include customary covenants for convertible notes of this type.

On the terms and subject to the conditions set forth in the Investment Agreement, Global Payments has agreed to increase the size of Global Payment's board of directors (the "Board") in order to appoint to the Board, promptly following the closing contemplated by the Investment Agreement, one individual designated by the Silver Lake Purchasers that is mutually agreed with Global Payments. Pursuant to the Investment Agreement, so long as Silver Lake beneficially owns at least 50% of the aggregate principal amount of the 2029 Notes (including, for this purpose, the amount of the 2029 Notes converted into shares of Global Payments' common stock so long as Silver Lake holds such shares of common stock), Silver Lake will have the right to designate a director nominee for election to the Board.

For so long as the Silver Lake Purchasers have rights to nominate a director to the Board, Global Payments has agreed to include such person in its slate of nominees for election to the Board at each of Global Payments' meetings of shareholders in which directors are to be elected and to use its reasonable efforts to cause the election of such person.

Silver Lake has agreed, subject to certain exceptions, to a customary standstill until the earliest of (A) the later of (1) 90 days after Silver Lake no longer has a representative or rights to have a representative on the Board and (2) the two-year anniversary of the closing contemplated by the Investment Agreement, (B) the effective date of a change of control of Global Payments and (C) 90 days after Silver Lake does not beneficially own any 2029 Notes or shares of Global Payments' common stock (other than shares issued to Silver Lake designees as compensation for their service on the Board).

The Investment Agreement restricts Silver Lake's ability to transfer or convert the 2029 Notes to Global Payments' common stock, subject to certain exceptions specified in the Investment Agreement. Subject to the terms of the Investment Agreement, prior to the earlier of (i) the 18 month anniversary of the closing contemplated by the Investment Agreement and (ii) a change of control of Global Payments, Silver Lake will be restricted from transferring or entering into an agreement that transfers the economic consequences of ownership of the 2029 Notes or converting the 2029 Notes.

Subject to customary limitations, the Investment Agreement provides Silver Lake (and certain other permitted transferees) with certain registration rights for the 2029 Notes and the shares of Global Payments' common stock issuable upon conversion of the 2029 Notes.

The foregoing summaries of the 2029 Notes, the Indenture and the Investment Agreement do not purport to be complete and are subject to, and qualified in their entirety by the full text of the Investment Agreement (including the forms of 2029 Note and Indenture attached as Exhibits A and B thereto, respectively), which is filed as Exhibit 10.4 and incorporated by reference.

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

The information related to the issuance of the 2029 Notes contained in Item 1.01 under "Convertible Notes Investment Agreement" of this Current Report on Form 8-K is incorporated by reference.

Item 3.02. Unregistered Sale of Securities

The information related to the 2029 Notes contained in Item 1.01 under "Convertible Notes Investment Agreement" of this Current Report on Form 8-K is incorporated herein by reference. Global Payments intends to offer and sell the 2029 Notes in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. Global Payments will rely on this exemption from registration based in part on representations made by the Silver Lake Purchasers in the Investment Agreement.

Item 8.01. Other Events

Acquisition of EVO Payments, Inc.

On August 1, 2022, in connection with the execution of the Merger Agreement, Global Payments entered into a commitment letter with Bank of America, N.A., BofA Securities, Inc. and JPMorgan Chase Bank, N.A. (collectively, the "Commitment Parties"), pursuant to which the Commitment Parties have committed to provide, subject to the satisfaction of customary closing conditions, a 364-day senior unsecured bridge loan facility in an aggregate principal amount of up to $4.325 billion.

Netspend Sale

On August 1, 2022, Global Payments announced that it had entered into a definitive agreement to sell the consumer portion of its Business and Consumer Solutions segment, through the sale of all of the outstanding shares of NetSpend Corporation, to an affiliate of Rêv Worldwide, Inc. and investment funds managed by Searchlight Capital Partners, L.P. (collectively, the "Purchaser") for approximately $1 billion, subject to certain adjustments (the "Netspend Sale"). The closing of the transaction is expected to occur in the first quarter of 2023, subject to the receipt of required regulatory approvals and other customary closing conditions.

In connection with the Netspend Sale, Global Payments expects to, or expects to cause a subsidiary to, concurrently with the closing of the Netspend Sale, enter into certain first lien and second lien secured loan agreements, as lender ("the Lender"), with an affiliate of Purchaser, as borrower (the "Borrower") (such financing, the "Seller Financing"). The Seller Financing will consist of a first lien five-year secured revolving facility in an aggregate principal amount of $50 million (the "Revolving Facility"), a first lien seven-year secured term loan facility in an aggregate principal amount of $350 million (the "First Lien Term Loan") and a second lien twenty-five year secured term loan facility in an aggregate principal amount of $325 million (the "Second Lien Term Loan", and together with the First Lien Term Loan, the "Term Loans"). The Term Loans will be deemed incurred in full by the Borrower upon the closing of the Netspend Sale, without the Lender advancing any cash. Loans under the Revolving Facility will be available to the Borrower from time to time, upon certain terms and conditions from the closing date of the Netspend Sale until the

business day immediately prior to the maturity date of the Revolving Facility. The Seller Financing will each bear interest at a fixed rate per annum. The Seller Financing documentation will contain certain representations and warranties and covenants, subject to certain exceptions and thresholds, and customary events of default. Upon certain events of default under the relevant facility, the Lender may declare any then-outstanding amounts due and payable and exercise other customary remedies available to a secured lender.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of August 1, 2022, by and among EVO Payments, Inc., Global Payments Inc. and Falcon Merger Sub Inc.†
10.1	Voting Agreement, dated as of August 1, 2022, by and among EVO Payments, Inc., Global Payments Inc., Falcon Merger Sub Inc., James G. Kelly and the James G. Kelly Grantor Trust Dated January 12, 2012
10.2	Voting Agreement, dated as of August 1, 2022, by and among EVO Payments, Inc., Global Payments Inc., Falcon Merger Sub Inc., MDCP Cardservices II LLC, Madison Dearborn Capital Partners VI-C, L.P. and MDCP Cardservices LLC
10.3	Common Unit Purchase Agreement, dated as of August 1, 2022, by and between Global Payments Inc., EVO Payments, Inc. and Blueapple, Inc.
10.4	Investment Agreement, dated as of August 1, 2022, by and among Global Payments Inc., Silver Lake Partners VI DE (AIV), L.P. and Silver Lake Alpine II, L.P.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules have been omitted. The registrant hereby agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

Forward Looking Statements

This communication contains "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995 and other securities laws, regarding Global Payments, including, but not limited to, statements about the strategic rationale and benefits of (a) the proposed acquisition of EVO Payments by Global Payments, including future financial and operating results, Global Payments' or EVO Payments' plans, objectives, expectations and intentions and the expected timing of completion of the proposed acquisition, (b) the proposed sale of the consumer portion of Global Payments' Business and Consumer Solutions segment to an affiliate of Rêv Worldwide, Inc. and investment funds managed by Searchlight Capital Partners, L.P. and (c) the investment by Silver Lake in the form of $1.5 billion in aggregate principal amount of 1.00% convertible senior notes due 2029 (collectively, the "Proposed Transactions"). You can generally identify forward-looking statements by the use of forward-looking terminology such as "anticipate," "believe," "continue," "could," "estimate," "expect," "explore," "evaluate," "forecast," "intend," "may," "might," "plan," "potential," "predict," "project," "seek," "should," "targeted," "will," or "would," or the negative thereof or other variations thereon or comparable terminology. These forward-looking statements are based on Global Payments' current plans, objectives, estimates, expectations and intentions and inherently involve significant risks and uncertainties, many of which are beyond Global Payments' control. Although we believe the expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance that our expectations will be attained, and therefore actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, risks and uncertainties associated with: Global Payments' ability to complete the Proposed Transactions on the proposed terms or on the anticipated timelines, or at all, including risks and uncertainties related to securing any necessary regulatory approvals and the satisfaction of other closing conditions

to consummate the Proposed Transactions, as applicable; the occurrence of any event, change or other circumstance that could give rise to the termination of the definitive agreements relating to the Proposed Transactions, as applicable; failure to realize the expected benefits of the Proposed Transactions, as applicable; significant transaction costs and/or unknown or inestimable liabilities; the risk that EVO Payments' business will not be integrated successfully, including with respect to implementing systems to prevent a material security breach of any internal systems or to successfully manage credit and fraud risks in business units, or that such integration may be more difficult, time-consuming or costly than expected; Global Payments' ability to obtain the expected financing to consummate the acquisition of EVO Payments, and the continued availability of capital and financing for Global Payments following the acquisition of EVO Payments; risks related to future opportunities and plans for Global Payments, including the uncertainty of expected future regulatory filings, financial performance and results of the combined company following completion of the acquisition of EVO Payments; disruptions from the Proposed Transactions, making it more difficult to conduct business as usual or maintain relationships with customers, employees or suppliers; the diversion of management's attention from ongoing business operations; effects relating to the announcement of the Proposed Transactions or any further announcements or the consummation of the Proposed Transactions on the market price of Global Payments' common stock; the risk of potential stockholder litigation associated with the Potential Transactions, including resulting expense or delay; risks related to the Seller Financing; Global Payments' ability to settle the par value and interest of the 2029 Notes in cash, the potential impact of settling any other amounts due in cash or Global Payments' common stock and the use of the proceeds and benefits thereof; and other risks and uncertainties affecting Global Payments, including those described from time to time under the caption "Risk Factors" and elsewhere in Global Payments' Securities and Exchange Commission ("SEC") filings and reports, including Global Payments' Annual Report on Form 10-K for the year ended December 31, 2021 and its other SEC filings and reports. Moreover, other risks and uncertainties of which Global Payments is not currently aware may also affect its forward-looking statements and may cause actual results and the timing of events to differ materially from those anticipated. Global Payments cautions investors that such forward-looking statements are not guarantees of future performance and that undue reliance should not be placed on such forward-looking statements. The forward-looking statements made in this communication are made only as of the date hereof or as of the dates indicated in the forward-looking statements and reflect the views stated therein with respect to future events as at such dates, even if they are subsequently made available by Global Payments on its website or otherwise. Global Payments disclaims any obligation to update or supplement any forward-looking statements to reflect actual results, new information, future events, changes in its expectations or other circumstances that exist after the date as of which the forward-looking statements were made.

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: August 2, 2022

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

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

dated as of

August 1, 2022

by and among

EVO PAYMENTS, INC.,

GLOBAL PAYMENTS INC.

and

FALCON MERGER SUB INC.

TABLE OF CONTENTS

(continued)

TABLE OF CONTENTS

(continued)

TABLE OF CONTENTS

(continued)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is entered into as of August 1, 2022, by and among EVO Payments, Inc., a Delaware corporation (the "**Company**"), Global Payments Inc., a Georgia corporation ("**Parent**"), and Falcon **Merger** Sub Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("**Merger Subsidiary**").

W I T N E S S E T H :

WHEREAS, the Boards of Directors of Parent and Merger Subsidiary have each unanimously approved the acquisition of the Company by Parent, by means of a merger of Merger Subsidiary with and into the Company (the "**Merger**"), with the Company continuing as the Surviving Corporation and a wholly owned Subsidiary of Parent, on the terms and subject to the conditions set forth in this Agreement, and determined that the Merger is in the best interests of their respective companies and stockholders or shareholders, as applicable;

WHEREAS, the Company Board has unanimously (a) determined that this Agreement and the transactions contemplated hereby are fair to, advisable and in the best interests of the Company's stockholders, (b) approved and declared advisable this Agreement and the transactions contemplated hereby upon the terms and subject to the conditions set forth herein, and (c) resolved, subject to Section 6.03, to recommend adoption of this Agreement by the Company's stockholders;

WHEREAS, concurrently with the execution of this Agreement, (a) Blueapple, Inc. ("**Blueapple**") is entering into a common unit purchase agreement (the "**Blueapple Sale Agreement**") in accordance with the OpCo LLC Agreement, pursuant to which, among other things, Blueapple is agreeing, subject to the terms of the Blueapple Sale Agreement, to sell all Common Units beneficially owned by Blueapple to the Company concurrently with, and contingent and conditioned upon, the Closing and (b) certain entities controlled by Madison Dearborn Partners, LLC (the "**MDP Entities**") and certain other stockholders are entering into voting and support agreements (the "**Voting and Support Agreements**"), pursuant to which, among other things, each of the MDP Entities and such other stockholders are agreeing, subject to the terms of the Voting and Support Agreements, to vote all Company Stock that they own in favor of the approval and adoption of this Agreement and to the exchange of all Paired Interests pursuant to the terms of the Exchange Agreement;

WHEREAS, concurrently with the execution of this Agreement, the Company and certain members of OpCo LLC entitled to benefits under the Tax Receivable Agreement are entering into that certain Tax Receivable Agreement Amendment No. 1 (the " **TRA Amendment**"), which provides for, among other things, the payment of a termination payment as set forth in the TRA Amendment and the termination of the Tax Receivable Agreement upon the consummation of the Merger; and

WHEREAS, the Company, Parent and Merger Subsidiary desire to make certain representations, warranties, covenants, and agreements specified in this Agreement in connection with the Merger and to prescribe certain terms and conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
Definitions

Section 1.01. Definitions.

(a) As used herein, the following terms have the following meanings:

"**1933 Act**" means the Securities Act of 1933.

"**1934 Act**" means the Securities Exchange Act of 1934.

"**Acceptable Confidentiality Agreement**" means a confidentiality agreement that contains provisions that are no less favorable in any material respect to the Company than those contained in the Confidentiality Agreement and that does not prohibit the Company from complying with this Agreement, including Section 6.03; provided that such confidentiality agreement may contain a less restrictive or no standstill restriction, in which case the Confidentiality Agreement shall be deemed to be amended to contain only such less restrictive provision, or to omit such provision, as applicable.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any inquiry, offer or proposal of any Third Party relating to (in each case, whether in a single transaction or a series of related transactions) (a) any acquisition, issuance or purchase (including through any lease, exchange, exclusive license, transfer or disposition), direct or indirect, of assets having a fair market value equal to 20% or more of the fair market value of the consolidated assets of the Company or OpCo LLC, or to which 20% or more of the consolidated revenues or earnings of the Company or OpCo LLC are attributable, or of 20% or more of any class of equity or voting securities of the Company or 20% or more of the Common Units or equity or voting securities of OpCo LLC, (b) any tender offer or exchange offer that, if consummated, would result in such Third Party beneficially owning 20% or more of any class of equity or voting securities of the Company or 20% or more of the Common Units or equity or voting securities of OpCo LLC, or (c) a merger, consolidation, business combination, liquidation, dissolution or other similar extraordinary transaction (i) involving the Company or any of its Subsidiaries whose assets, individually or in the aggregate, have a fair market value equal to 20% or more of the fair market value of the consolidated assets of the Company or OpCo LLC, or to which 20% or more of the consolidated revenues or earnings of the Company and its Subsidiaries, taken as a whole, are attributable or (ii) pursuant to which the stockholders of the Company or equityholders of OpCo LLC immediately prior to the consummation of such transaction would, as a result of such transaction, hold less than 80% of the equity or voting securities of the Company or Common Units or equity or voting securities of OpCo LLC, as applicable.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. The term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of equity or voting securities, by contract or otherwise, and the terms "**controlled**" and "**controlling**" have meanings correlative thereto.

"**Applicable Law**" means, with respect to any Person, any federal, state, local ornon-U.S. statute, law (including common law), ordinance, rule, Order or regulation enacted, adopted, promulgated or applied by a Governmental Authority that is legally binding upon or applicable to such Person.

"**Bank Alliance Agreement**" means any Contract between the Company or one of its Subsidiaries with a financial institution which provides, among other provisions, for such financial institution to (i) exclusively refer merchants to the Company or any of its Subsidiaries for merchant acquiring services or (ii) sponsor the Company or any of its Subsidiaries into one or more Card Schemes.

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in Atlanta, Georgia or New York, New York, are authorized or required by Applicable Law to close.

"**Card Schemes**" means Visa, MasterCard, Discover, American Express or any other systems, or networks, exchanges or associations (including ATM networks and payment networks).

"**Certificate of Designations**" means that certain Certificate of Designations of Series A Convertible Preferred Stock, as amended, supplemented or otherwise modified as of the date hereof.

"**Class A Common Stock**" means the Class A common stock, par value $0.0001 per share, of the Company.

"**Class B Common Stock**" means the Class B common stock, par value $0.0001 per share, of the Company.

"**Class C Common Stock**" means the Class C common stock, par value $0.0001 per share, of the Company.

"**Class D Common Stock**" means the Class D common stock, par value $0.0001 per share, of the Company.

"**Code**" means the Internal Revenue Code of 1986.

"**Common Unit**" has the meaning ascribed to such term in the OpCo LLC Agreement.

"**Company Balance Sheet**" means the consolidated balance sheet of the Company as of December 31, 2021 and the notes thereto set forth in the Company's Form 10-K filed with the SEC for the fiscal year ended December 31, 2021.

"**Company Balance Sheet Date**" means December 31, 2021.

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

"**Company Bylaws**" means the Amended and Restated Bylaws of the Company, as amended, supplemented or otherwise modified as of the date hereof.

"**Company Charter**" means the Amended and Restated Certificate of Incorporation of the Company, as modified by the Certificate of Designations and as further amended, supplemented or otherwise modified as of the date hereof.

"**Company Common Stock**" means the Class A Common Stock, Class B Common Stock, Class C Common Stock, and Class D Common Stock.

"**Company Disclosure Letter**" means the disclosure letter dated the date of this Agreement regarding this Agreement that has been provided by the Company to Parent and Merger Subsidiary.

"**Company Equity Awards**" means the Company RSU Awards, Company Option Awards, and Company PSU Awards.

"**Company Option Award**" means an option to purchase shares of Class A Common Stock.

"**Company Owned IP**" means any and all Intellectual Property that is owned by, or purported to be owned by, the Company or any of its Subsidiaries (including any and all Company Registered IP).

"**Company PSU Award**" means a performance share unit award in respect of shares of Class A Common Stock.

"**Company Registered IP**" means all of the Registered IP owned by, or purported to be owned by, the Company or any of its Subsidiaries.

"**Company RSU Award**" means a restricted stock unit award (but excluding any Company PSU Award) in respect of shares of Class A Common Stock.

"**Company Stock**" means the Preferred Stock and Company Common Stock.

"**Company Stock Plans**" means (a) the EVO Payments, Inc. Second Amended and Restated 2018 Omnibus Incentive Stock Plan and (b) the EVO Payments, Inc. Equity Appreciation Plan, in each case as amended, supplemented or otherwise modified as of the date hereof.

"**Company Termination Fee**" means an amount equal to $100,000,000.

"**Confidentiality Agreement**" means the confidentiality agreement between Parent and the Company dated June 19, 2022, as amended, supplemented or otherwise modified.

"**Contract**" means any legally binding contract, agreement, note, bond, indenture, lease, license, sublicense or other agreement, or other legally binding instrument, arrangement, obligation, commitment or understanding.

"**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks (including the "Delta" and "Omicron" variants).

"**COVID-19 Measures**" means any applicable quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other Applicable Law, recommendation, decree, judgment, injunction or other order, directive, guidelines or recommendations by any Governmental Authority, public health authority or industry group, including the Centers for Disease Control and Prevention and the World Health Organization, in connection with or in response to COVID-19, including, the Coronavirus Aid, Relief, and Economic Security Act (CARES), Families First Act and American Rescue Plan Act of 2021, in each case to the extent applicable to the Company and its Subsidiaries.

"**COVID-19 Response**" means any commercially reasonable measures, changes in business operations or other practices, affirmative or negative, adopted in good faith by the Company and its Subsidiaries in response to any COVID-19 Measures.

"**Credit Agreement**" means the Second Restatement Agreement to Amended and Restated Credit Agreement, dated as of November 1, 2021 by and among EVO Payments International, LLC, the Guarantors party thereto, Citibank, N.A., as Existing Administrative Agent and Issuing Bank, Truist Bank, as Successor Administrative Agent and certain Lenders party thereto.

"**Delaware Law**" means the General Corporation Law of the State of Delaware.

"**Equity Award Exchange Ratio**" means the quotient of (i) the Merger Consideration divided by (ii) the Parent Common Stock Closing Price.

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

"**ERISA Affiliate**" of any entity means any other entity that, together with such entity, would be treated as a "single employer" within the meaning of Section 414(b), (c), (m), or (o) of the Code.

"**Exchange Agreement**" means that certain Exchange Agreement, dated as of May 22, 2018 by and among the Company, OpCo LLC and the holders of Company Common Stock and other Persons party thereto, as amended on November 5, 2018 and as it may be further amended, supplemented or otherwise modified as of the date hereof.

"**Financing Entities**" shall mean the entities that have committed to provide or arrange any Financing (whether in the form of commitment letters or otherwise), or that are otherwise acting as an arranger, bookrunner, underwriter, initial purchaser, placement agent, administrative or collateral agent, trustee or a similar representative in respect of, any such Financing.

"**Financing Parties**" shall mean the Financing Entities and their respective Affiliates and their and their respective Affiliates' officers, directors, employees, agents and representatives and their respective successors and assigns; provided that neither Parent nor any Affiliate of Parent shall be a Financing Party.

"**Fraud**" of a party shall mean an intentional and willful misrepresentation of a representation or warranty set forth in Article 4 or Article 5, or the certificates delivered pursuant to Section 9.02(a) or Section 9.03(a), by such party that constitutes actual common law fraud (and not constructive fraud or negligent misrepresentation).

"**GAAP**" means generally accepted accounting principles in the United States.

"**Government Contract**" means any Contract for the sale of supplies or services that is between the Company or any of its Subsidiaries, on one hand, and a Governmental Authority, on the other, or entered into by the Company or any of its Subsidiaries as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Authority.

"**Governmental Authority**" means any transnational, domestic or foreign, federal, state or local governmental, regulatory, self-regulatory or administrative authority or agency or commission, department, court, tribunal, judicial or arbitral body, agency or official, including any political subdivision thereof.

"**Holder**" has the meaning ascribed to such term in the Exchange Agreement.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Intellectual Property**" means any or all of the following and all rights anywhere in the world in or associated with: (a) all patents, statutory invention registrations, registered designs, and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether or not patentable), trade secrets, know how, databases, business methods, technical data and customer lists and other confidential or proprietary information; (c) all copyrights and copyright registrations, including in computer software, throughout the world, mask works and mask work registrations and any other equivalent rights in works of authorship and any other related rights of authors throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; and (e) all trade names, logos, common law trademarks and service marks, domain names, URLs, and trademark and service mark registrations and applications therefor throughout the world.

"**Intervening Event**" means an event, fact, circumstance, development or occurrence that is material to the Company and its Subsidiaries, taken as a whole, that (a) is not known to or reasonably foreseeable by the Company Board as of the date of this Agreement, (b) becomes known to or by the Company Board prior to obtaining the Company Stockholder Approval, (c) does not relate to an Acquisition Proposal or any matter relating thereto or consequence thereof, (d) does not relate to the fact, in and of itself, that the Company meets or exceeds any internal or published projections, forecasts, budgets, guidance, estimates or predictions in respect of revenues, earnings or other financial or operating metrics or other matters or changes or prospective changes in the market price or trading volume of the securities of the Company (it being understood that the underlying facts or causes giving rise or contributing to the foregoing may be taken into account (to the extent not otherwise falling within any of the exceptions provided by clauses (c) through (f) hereof)); (e) does not relate to any of the consents or approvals required to be obtained in connection with the transactions contemplated by this Agreement or the timing thereof; and (f) does not relate to performance of this Agreement or any action required to be taken or refrained from being taken by this Agreement.

"**knowledge**" of any Person that is not an individual means the actual knowledge of such Person's executive officers; provided, however, that "knowledge" of the Company means the knowledge, in each case after reasonable inquiry of those employees who would reasonably be expected to have actual knowledge of the matter in question, of the individuals listed in Section 1.01(a) of the Company Disclosure Letter.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, preemptive right, transfer restriction or other adverse claim of any kind in respect of such property or asset.

"**Material Adverse Effect**" means, with respect to the Company or any of its Subsidiaries, any change, effect, event, circumstance, development, condition or occurrence that, individually or in the aggregate, (x) has had, or would reasonably be expected to have, a material adverse effect on the financial condition, business, assets, liabilities or results of operations of the Company and its Subsidiaries, taken as a whole, or (y) prevents or materially impedes or materially delays or would reasonably be expected to prevent or materially impede or materially delay the consummation by the Company or any of its Subsidiaries of the Merger or any of the other transactions contemplated by this Agreement on a timely basis or the compliance by the Company of its obligations under this Agreement or any other Transaction Document in any material respect; excluding, in the case of clause (x) (and, solely with respect to the exclusions in subclauses (c), (d), (e) and (i) below, clause (y)), any change, effect, event, circumstance, development, condition or occurrence to the extent resulting from or arising in connection with: (a) changes in the financial, securities, credit or other capital markets or general economic or regulatory, legislative or political conditions, (b) general changes or developments in any of the industries in which the Company or its Subsidiaries operate, (c) changes in geopolitical conditions, any outbreak or escalation of hostilities, acts of war (whether or not declared), acts of armed hostility, sabotage, terrorism, cyberterrorism or national or international calamity, including the Russian invasion of Ukraine (or material worsening of any such conditions), (d) any hurricane, tornado, tsunami, flood, volcanic eruption, earthquake, nuclear incident, pandemic (including COVID-19 and any COVID-19 Measures), quarantine restrictions or weather conditions, (e) changes (after the date of this Agreement) in Applicable Law or GAAP or authoritative interpretation or enforcement thereof, (f) the failure, in and of itself, of the Company to meet any internal or published projections, forecasts, budgets, guidance, estimates or predictions in respect of revenues, earnings or other financial or operating metrics or other matters before, on or after the date of this Agreement, or changes or prospective changes in the market price or trading volume of the securities of the Company or the credit rating of the Company (it being understood that the underlying facts or causes giving rise or contributing to such failure or change may be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect if any change, effect, event, circumstance, development, condition or occurrence related thereto is not otherwise excluded under this definition), (g) the identity of, or any facts or circumstances solely relating to Parent or Merger Subsidiary as the acquiror of the Company, (h) the negotiation, announcement, pendency or consummation of the transactions contemplated by this Agreement, including the impact thereof on the relationships of the Company or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Authorities (it being understood that this clause (h) shall not apply with respect to any representation or warranty in Section 4.04 or Section 4.17(i)(or to Section 9.02(a) to the extent related to such representation or warranty) to the extent that the purpose of such representation or warranty is to address the consequences resulting from the negotiation, announcement, pendency or consummation of the transactions contemplated by this Agreement and, to the extent related to such representation and warranty, the condition set forth in Section 9.02(a)(ii)), (i) any stockholder class action, derivative or similar litigation, suit, action or proceeding in respect of this Agreement or the other Transaction Documents (or the transactions contemplated hereby or thereby), (j) any action taken by the Company or any of its Subsidiaries at the written request, or with the written consent, of Parent or Merger Subsidiary and (k) the matters set forth on Section 1.01(b) of the Company Disclosure Letter; provided, however, that in the case of clauses (a), (b), (c), (d), and (e), any change, effect, event, circumstance, development, condition or occurrence may be taken into account in determining whether or not there has been, or would reasonably expected to be, a Material Adverse Effect to the extent that any such change, effect, event, circumstance, development, condition or occurrence has a disproportionate adverse impact on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industry in which the Company operates, in which case only the incremental disproportionate adverse impact may be taken into account.

"**Nasdaq**" means the NASDAQ stock exchange.

"**OpCo LLC**" means EVO Investco, LLC, a Delaware limited liability company.

"**OpCo LLC Agreement**" means that certain Second Amended and Restated Limited Liability Company Agreement of OpCo LLC, dated as of May 22, 2018, as amended on April 21, 2020, and as further amended, supplemented or otherwise modified as of the date hereof.

"**Orders**" means any judgment, order or decree of a Governmental Authority.

"**Paired Interests**" has the meaning ascribed to such term in the Exchange Agreement.

"**Parent Common Stock Closing Price**" means the average of the closing sale prices of one (1) share of Parent Common Stock on the New York Stock Exchange as reported by *The Wall Street Journal* for the fifteen (15) consecutive full trading days ending on the trading day immediately preceding the Closing Date.

"**Parent Material Adverse Effect**" means, with respect to Parent or Merger Subsidiary, any change, effect, event, circumstance, development, condition or occurrence that prevents or materially impedes or materially delays or would reasonably be expected to prevent or materially impede or materially delay (a) the consummation by Parent or Merger Subsidiary of the Merger or any of the other transactions contemplated by this Agreement or any other Transaction Document on a timely basis, or (b) the compliance by Parent or Merger Subsidiary of its obligations under this Agreement or any other Transaction Document in any material respect; provided, that the exclusions in subclauses (c), (d), (e) and (i) in the definition of "Material Adverse Effect" shall apply *mutatis mutandis*.

"**Permits**" means all approvals, authorizations, registrations, licenses, exemptions, permits and consents of, notifications to, and filings with, Governmental Authorities and Card Schemes.

"**Permitted Liens**" means (a) Liens for Taxes that are not due and payable or that may thereafter be paid without interest or penalty, or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) mechanics', carriers', workmen's, warehousemen's, repairmen's or other like Liens arising or incurred in the ordinary course of business that are either not yet due and payable or that are being contested in good faith and by appropriate proceedings and for which adequate reserves (based on good faith estimates of management) have been set aside for the payment thereof, (c) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or to secure the performance of tenders and statutory obligations or Government Contracts, (d) zoning, building and other similar codes and regulations (provided, that such Liens do not materially and adversely impair the Company's or its Subsidiary's current business operations at such location), (e) Liens the existence of which are disclosed on the face of the most recent consolidated financial statements of the Company or the notes thereto included in the Company SEC Documents, (f) matters shown by the public records, including any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction or similar title exception or encumbrance affecting the title to the Leased Real Property that do not materially and adversely impair the ownership or use of the Leased Real Property to which they relate, (g) Liens, easements, rights-of-way, covenants and other similar restrictions that have been placed by any developer, landlord (including statutory landlord liens) or other Person on property over which the Company or any of its Subsidiaries has easement rights or on any property leased by the Company or any of its Subsidiaries and subordination or similar agreements relating thereto, that do not materially and adversely affect impair the ownership or use of the applicable property, (h) nonexclusive licenses granted under Intellectual Property in the ordinary course of business, (i) Liens on any assets of the Company or its Subsidiaries or any pledge of securities of any Subsidiary pursuant to the terms of the Credit Agreement to the extent that they will be terminated in connection with, or prior to, the Closing, and (j) Liens securing obligations arising in the ordinary course of business under or relating to any settlement obligations relating to (i) settlement assets (including liens relating to any settlement facility), (ii) loss reserve accounts relating to settlement assets, (iii) merchant suspense funds or (iv) merchant reserve accounts.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other enterprise, association, entity or organization, including a Governmental Authority.

"**Preferred Stock**" means the shares of preferred stock, par value $0.0001 per share, of the Company, including the Series A Convertible Preferred Stock.

"**Registered IP**" means all registered Intellectual Property and applications therefor.

"**Regulatory Law**" means the HSR Act, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914 (in each case, as amended), and any other federal, state and foreign statutes, rules, regulations, Orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to (a) prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition (the laws described in clause (a), "**Antitrust Laws**") or (b) screen, prohibit, restrict or regulate investments on public order or national security grounds (the laws described in clause (b), "**FDI Laws**").

"**Representative**" means, with respect to any Person, such Person's Affiliates and its and their respective directors, officers, employees, Affiliates, investment bankers, attorneys, accountants and other advisors or representatives.

"**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002.

"**SEC**" means the United States Securities and Exchange Commission.

"**Series A Convertible Preferred Stock**" means the Series A Convertible Preferred Stock, par value $0.0001 per share, of the Company.

"**Series A Convertible Preferred Unit**" has the meaning ascribed to such term in the OpCo LLC Agreement.

"**Subsidiary**" means, with respect to any Person, any Person of which (a) securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at any time directly or indirectly owned by such first Person or (b) such first Person holds directly or indirectly a majority of the issued and outstanding voting or equity securities or interests.

"**Superior Proposal**" means a bona fide, unsolicited written Acquisition Proposal (with references to "20% or more" and "80%" being deemed to be replaced with a reference to "a majority") by a Third Party, which the Company Board determines in good faith after consultation with the Company's outside legal and financial advisors to be more favorable to the Company and its stockholders from a financial point of view than the Merger, taking into account all financial, legal, financing (including availability thereof), regulatory and other aspects of such proposal, and risks, conditions, likelihood and timing of consummation of such proposal, such other matters that the Company Board deems relevant and any changes to the terms of this Agreement proposed by Parent pursuant to, and in accordance with, Section 6.03(e).

"**Tax**" means any and all federal, state, local, foreign or other taxes, including income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, value added, excise, natural resources, severance, stamp, occupation, premium, real property, personal property, capital stock, social security (or similar), unemployment, disability, payroll, license, employee or other withholding, or other taxes, levies, duties, tariffs, imposts and other charges imposed by a Governmental Authority, including any interest, additions and penalties in respect of the foregoing.

"**Tax Receivable Agreement**" means that certain Tax Receivable Agreement, dated May 25, 2018 by and among the Company, OpCo LLC and each of the members of OpCo LLC party thereto from time to time, as amended, supplemented or otherwise modified as of the date hereof.

"**Tax Return**" means any Tax return, statement, report, election, declaration, disclosure, schedule or form (including any estimated Tax or information return or report, any schedule or attachment thereto and any amendment thereof) filed or required to be filed with any Taxing Authority.

"**Taxing Authority**" means any Governmental Authority (domestic or foreign) responsible for the imposition, calculation or collection of any Tax.

"**Third Party**" means any Person, including as defined in Section 13(d) of the 1934 Act, other than Parent or any of its Affiliates.

"**Trade Laws**" means any law, regulations, Orders, permit or other decision or requirement having the force or effect of law and as amended from time to time, of any Governmental Authority, concerning the importation of products, the exportation or reexportation of products (including hardware, software, and technology and services), the terms and conduct of international transactions, and the making or receiving of international payments, including, as applicable, the Tariff Act of 1930 and other laws and programs administered or enforced by U.S. Customs and Border Protection and U.S. Immigration and Customs Enforcement, and their predecessor agencies, the Export Administration Act of 1979, Export Administration Regulations, International Emergency Economic Powers Act, Trading With the Enemy Act, Arms Export Control Act, International Traffic in Arms Regulations, Executive Orders of the President regarding embargoes and restrictions on transactions with designated entities, the embargoes and restrictions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control and the antiboycott laws administered by the U.S. Departments of Commerce and Treasury, and any similar customs and international trade laws in any jurisdiction in which Company conducts business.

"**Transaction Documents**" means this Agreement and any other agreement executed and delivered in connection with this Agreement on the date of this Agreement, including the TRA Amendment, the Blueapple Sale Agreement, and the Voting and Support Agreements.

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988.

"**Willful and Material Breach**" means a material breach of, or a material failure to perform, any covenant, representation, warranty or agreement set forth in this Agreement, in each case that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with the knowledge that the taking of or failure to take such act would, or would reasonably be expected to, result in, constitute or cause a breach of this Agreement. Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Adverse Recommendation Change	Section 6.03(a)
Agreement	Preamble
Blueapple	Recitals
Blueapple Sale Agreement	Recitals
Certificate of Merger	Section 2.01(b)
Certificates	Section 2.03(a)
Chosen Court	Section 11.08
Claim	Section 7.02(b)
Closing	Section 2.01(a)
Closing Date	Section 2.01(a)
Company	Preamble
Company 401(k) Plan	Section 7.03(e)
Company Acquisition Agreement	Section 6.03(a)
Company Board Recommendation	Section 4.02(b)
Company Employee	Section 7.03(a)

Term	Section
Company SEC Documents	Section 4.07(a)
Company Securities	Section 4.05(b)
Company Stockholder Approval	Section 4.02(a)
Company Stockholder Meeting	Section 6.02
Company Subsidiary Securities	Section 4.06(c)
Continuation Period	Section 7.03(a)
COVID-19 Company Exception	Section 6.01
D&O Insurance	Section 7.02(c)
Data Protection Laws	Section 4.12(b)
Data Protection Requirements	Section 4.22(a)
Dissenting Shares	Section 2.04
Divestiture	Section 8.01(d)
Effective Time	Section 2.01(b)
Employee Plan	Section 4.17(a)
End Date	Section 10.01(b)(i)
Environmental Laws	Section 4.20
FCPA	Section 4.12(c)
Financing	Section 8.07(a)
Foreign Antitrust Approvals	Section 8.01(b)
Foreign Licensing Approvals	Section 8.01(b)
Indemnified Person	Section 7.02(a)
Inquiry	Section 6.03(a)
Internal Controls	Section 4.07(g)
IRS	Section 4.17(a)
IT Assets	Section 4.22(b)
Leased Real Property	Section 4.14(a)
Malicious Code	Section 4.22(b)
Material Contract	Section 4.21(a)
Maximum Tail Premium	Section 7.02(c)
MDP Entities	Recitals
Merger	Recitals
Merger Consideration	Section 2.02(a)(i)
Merger Subsidiary	Preamble
Multiemployer Plan	Section 4.17(c)
Non-Cooperation Notice	Section 8.07(e)
Owned Company Shares	Section 2.02(a)(ii)
Paired Interest Exchange	Section 2.02(b)
Parent	Preamble
Parent 401(k) Plan	Section 7.03(e)
Parent Common Stock	Section 2.05(a)
Parent Option Award	Section 2.05(d)
Parent RSU Award	Section 2.05(a)
Paying Agent	Section 2.03(a)
Payment Fund	Section 2.03(b)
Payoff Amount	Section 1.1(a)
Payoff and Release	Section 1.1(a)
Payoff Documents	Section 1.1(a)
Payoff Letter	Section 1.1(a)
Personal Data	Section 4.12(b)
Proxy Statement	Section 4.09
Real Property Lease	Section 4.14(a)

Term	Section
Reference Time	Section 4.05(a)
Regulatory Approvals	Section 8.01(b)
Related Party Contracts	Section 4.27
Remedy	Section 8.01(d)
Restraints	Section 9.01(b)
Security Breach	Section 4.12(d)
Surviving Corporation	Section 2.01
Tail Policy	Section 7.02(c)
TRA Amendment	Recitals
Uncertificated Shares	Section 2.03(a)
Voting and Support Agreements	Recitals

Section 1.02. Other Definitional and Interpretative Provisions. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Annexes, Exhibits and Schedules are to Articles, Sections, Annexes, Exhibits and Schedules of this Agreement unless otherwise specified. All Annexes, Exhibits and Schedules referred to herein are hereby incorporated in this Agreement as if set forth in full herein. Any terms used in any Annex, Exhibit or Schedule or in any certificate or other document made or delivered pursuant hereto, but not otherwise defined therein, shall have the meaning as defined in this Agreement. The definition of terms herein shall apply equally to the singular and the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "shall" shall be construed to have the same meaning as the word "will". Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends, and such shall not mean simply "if". The word "or" shall not be exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Unless otherwise specified, references to any statute or law or any provision thereof shall be deemed to refer to same as amended from time to time and to any rules or regulations promulgated thereunder, unless the context requires otherwise. References to any agreement or Contract are to that agreement or Contract as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof (provided that any such references in the Company Disclosure Letter shall only refer to such amendments, modifications or supplements to the extent made available or provided to Parent). References to any Person include the successors and permitted assigns of that Person. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. The phrase "date of this Agreement" shall be deemed to refer to the date set forth in the preamble of this Agreement. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The measure of a period of one (1) month or year for purposes of this Agreement will be the date of the following month or year corresponding to the starting date; and, if no corresponding date exists, then the end date of such period being measured will be the next actual date of the following month or year (for example, one (1) month following February 18 is March 18 and one (1) month following March 31 is May 1). References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. Any references in this Agreement to "dollars" or "$" shall be to U.S. dollars. Documents or other information or materials will be deemed to have been "made available" or "provided" (or words of similar import) by the Company if such documents, information or materials have been (a) posted to a virtual data room codenamed "Project Falcon" that is hosted by Intralinks by or on behalf of the Company; or (b) publicly filed with the SEC, in each case, at any time prior to 12:00 p.m., Eastern time, on the calendar day immediately prior to the date of this Agreement. All references to "ordinary course" or "ordinary course of business" or words of similar import with respect to any Person shall mean action taken, or omitted to be taken, by such Person in the ordinary course of such Person's business, consistent with past practice, unless the context

requires otherwise. Any references to the transactions contemplated by this Agreement or the transactions contemplated hereby shall be deemed to include the transactions contemplated by the Transaction Documents. Any reference to "shares" or "units" shall be deemed a reference to shares or units as the context requires.

ARTICLE 2
The Merger

Section 2.01. The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time, Merger Subsidiary shall merge with and into the Company in accordance with Delaware Law, whereupon, the separate existence of Merger Subsidiary shall cease and the Company shall be the surviving corporation (the "**Surviving Corporation**").

(a) Subject to the provisions of Article 9, the closing of the Merger (the "**Closing**") shall take place by means of the exchange of signatures electronically at 8:00 a.m. Eastern time, on the date that is three (3) Business Days after the date the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at or immediately prior to the Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at the Closing, and other than the conditions set forth in Section 9.01(d), which shall be satisfied immediately prior to or concurrently with the Closing, as applicable) have been satisfied or, to the extent permissible, waived by the party or parties entitled to the benefit of such conditions, or at such other time or on such other date as Parent and the Company may mutually agree (the "**Closing Date**").

(b) As promptly as practicable on the Closing Date, the parties hereto shall cause a certificate of merger meeting the requirements of Section 251 of Delaware Law (the "**Certificate of Merger**") relating to the Merger to be properly executed and filed with the Secretary of State of the State of Delaware in accordance with the terms and conditions of Delaware Law and in such form as is reasonably satisfactory to both Parent and the Company. The Merger shall become effective at the time of filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Delaware Law, or at such later time that the parties hereto shall have agreed and designated in the Certificate of Merger as the effective time of the Certificate of Merger (the "**Effective Time**").

(c) The Merger shall have the effects set forth in this Agreement and the applicable provisions of Delaware Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of the Company and Merger Subsidiary shall vest in the Company as the Surviving Corporation in the Merger, and all debts, liabilities, obligations and duties of the Company and Merger Subsidiary shall become the debts, liabilities, obligations and duties of the Company as the Surviving Corporation in the Merger, all as provided under Delaware Law.

Section 2.02. Treatment of Shares and Units.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Subsidiary, the holders of any capital stock of the Company or Merger Subsidiary, or any other Person:

(i) except as otherwise provided in Section 2.02(a)(ii) or Section 2.04, each share of Class A Common Stock issued and outstanding immediately prior to the Effective Time (including each share of Class A Common Stock issued upon (A) the exchange of Paired Interests in accordance with the Exchange Agreement and the Voting and Support Agreements and (B) the conversion of the Series A Convertible Preferred Stock in accordance with the Voting and Support Agreement executed by the MDP Entities) shall be converted into the right to receive $34.00 in cash, without interest (such amount per share, the "**Merger Consideration**");

(ii) each share of Company Stock owned by the Company as treasury stock or otherwise or owned by Parent or Merger Subsidiary, in each case immediately prior to the Effective Time, shall be canceled and

shall cease to exist, and no payment shall be made with respect thereto, and any shares of Company Stock that are owned by any direct or indirect wholly owned Subsidiary of Parent (other than Merger Subsidiary) or of the Company (in each case, other than any such shares held in a fiduciary, representative or other capacity on behalf of third parties) (any such shares, collectively "**Owned Company Shares**"), immediately prior to the Effective Time shall be converted into such number of shares of common stock of the Surviving Corporation such that the ownership percentage of any such Person in the Surviving Corporation shall equal the ownership percentage such Person's shares represent in the Company immediately prior to the Effective Time; and

(iii) each share of common stock, par value $0.0001 per share, of Merger Subsidiary issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) newly issued, fully paid and non-assessable share of common stock, par value $0.0001 per share, of the Surviving Corporation, and shall constitute the only outstanding shares of capital stock of the Surviving Corporation. From and after the Effective Time, all certificates representing shares of Merger Subsidiary common stock shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) Within ten (10) Business Days following the date of this Agreement, the Company shall send a written notice complying with the requirements of Section 2.04(c) of the Exchange Agreement to each Holder. The Company shall provide Parent a reasonable opportunity to review the written notice prior to distribution thereof to each Holder and shall consider Parent's comments thereto in good faith. Prior to the Closing, the Company shall require each Holder, other than any Holders that have exchanged their Paired Interests prior to the Closing, to effect an exchange of their Paired Interests in accordance with Section 2.04(b) of the Exchange Agreement such that all such Paired Interests that are outstanding as of immediately prior to the Effective Time will be exchanged for the Merger Consideration at the Effective Time as follows: (i) pursuant to the Exchange Agreement, on the Closing Date, each Paired Interest will be exchanged for one share of Class A Common Stock (the "**Paired Interest Exchange**") which will be converted into the right to receive the Merger Consideration at the Effective Time pursuant to Section 2.02(a)(i), (ii) each share of Class D Common Stock shall automatically be canceled and cease to exist, at the Effective Time and no payment shall be made with respect thereto, and (iii) each Common Unit corresponding to such Paired Interest shall be deemed transferred from the Holder to the Company and the Company shall, or shall cause OpCo LLC to, cause such transfer to be registered in the books and records of the OpCo LLC.

(c) If, between the date of this Agreement and the Effective Time, the outstanding shares of Company Stock are changed into a different number, type or class of shares by reason of any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction, then the Merger Consideration shall be appropriately adjusted, without duplication, to provide the same economic effect as contemplated by this Agreement prior to such change. Nothing in this Section 2.02(c) shall be construed to permit the Company to take any action with respect to its securities that is otherwise prohibited or restricted by the terms of this Agreement.

Section 2.03. Surrender and Payment.

(a) Prior to the Effective Time, Parent shall appoint an agent reasonably acceptable to the Company (the "**Paying Agent**") for the purpose of paying the Merger Consideration to each holder of shares of Class A Common Stock that have been converted into the right to receive the Merger Consideration (other than holders of Dissenting Shares or the Owned Company Shares) in respect of (i) certificates representing shares of Class A Common Stock (the "**Certificates**") or (ii) uncertificated shares of Class A Common Stock represented in book entry, including through Cede & Co., the nominee of the Depository Trust Company (the "**Uncertificated Shares**"). Promptly after the Effective Time (but in no event later than three (3) Business Days after the Effective Time), Parent shall send, or shall cause the Paying Agent to send, to each holder of record of shares of Class A Common Stock at the Effective Time a letter of transmittal (in a form that was reasonably acceptable to

the Company prior to the Effective Time) and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates or transfer of the Uncertificated Shares to the Paying Agent) for use in such exchange.

(b) Each holder of shares of Class A Common Stock that have been converted into the right to receive the Merger Consideration (which shall not include Dissenting Shares or the Owned Company Shares) shall be entitled to receive, upon (i) surrender to the Paying Agent of a Certificate, together with a properly completed letter of transmittal (or affidavit in lieu thereof pursuant to Section 2.07), or (ii) receipt of an "agent's message" by the Paying Agent (or such other evidence, if any, of transfer as the Paying Agent may reasonably request) in the case of a book-entry transfer of Uncertificated Shares, the Merger Consideration in respect of each share of Class A Common Stock represented by a Certificate or Uncertificated Share, and Certificates so surrendered or Uncertificated Shares so transferred shall be canceled. Subject to Section 2.02(a)(i) and Section 2.04, until so surrendered or transferred, as the case may be, each such Certificate or Uncertificated Share shall represent after the Effective Time for all purposes only the right to receive the Merger Consideration upon the surrender of such Class A Common Stock in accordance with this Section 2.03(b). At or prior to the Effective Time, Parent shall deposit, or cause to be deposited, with the Paying Agent, for the benefit of the holders of Class A Common Stock, cash in an amount sufficient to pay the Merger Consideration (such cash being hereinafter referred to as the "**Payment Fund**"). The Payment Fund shall, pending its disbursement to the holders of Class A Common Stock, be invested by the Paying Agent as directed by Parent or, after the Effective Time, the Surviving Corporation in (i) short-term direct obligations of the United States of America, (ii) short-term obligations for which the full faith and credit of the United States of America is pledged to provide for the payment of principal and interest, (iii) short-term commercial paper rated the highest quality by either Moody's Investors Service, Inc. or Standard and Poor's Ratings Services, or (iv) certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1 billion (based on the most recent financial statements of such bank that are then publicly available); provided that no such investment or losses shall affect the amounts payable to such holders of Class A Common Stock and Parent shall promptly replace or cause to be replaced any funds deposited with the Paying Agent that are lost through any investment, or otherwise deposit funds to the Payment Fund (including upon such time as Dissenting Shares lose their status as such) so as to ensure that the Payment Fund is at all times maintained at a level sufficient for the Paying Agent to pay the Merger Consideration. Earnings from investments, subject to the immediately preceding proviso, shall be paid to and shall be the sole and exclusive property of Parent and the Surviving Corporation. Except as contemplated by Section 2.03(e) hereof, the Payment Fund shall not be used for any other purpose. No interest shall be paid or accrued for the benefit of holders of the Certificates and Uncertificated Shares on the Merger Consideration payable upon the surrender of such Certificates and transfer of Uncertificated Shares pursuant to this Section 2.03(b).

(c) If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the surrendered Certificate or the transferred Uncertificated Share is registered, it shall be a condition to such payment that (i) either such Certificate shall be properly endorsed or shall otherwise be in proper form for transfer or such Uncertificated Share shall be properly transferred and (ii) the Person requesting such payment shall pay to the Paying Agent any transfer or other Taxes required as a result of such payment to a Person other than the registered holder of such Certificate or Uncertificated Share or establish to the satisfaction of the Paying Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no further registration of transfers of shares of Company Stock outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates or Uncertificated Shares are presented to the Surviving Corporation or the Paying Agent, they shall be canceled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth, in this Article 2.

(e) Any portion of the Merger Consideration made available to the Paying Agent pursuant to Section 2.03(a) that remains unclaimed by the holders of shares of Class A Common Stock one (1) year after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged shares of

Class A Common Stock for the Merger Consideration in accordance with this Section 2.03 prior to that time shall thereafter look only to Parent for payment of the Merger Consideration, in respect of such shares without any interest thereon. Notwithstanding anything to the contrary herein, Parent shall not be liable to any holder of shares of Company Stock for any amounts paid to a public official pursuant to applicable abandoned property, escheat or similar laws. Any amounts remaining unclaimed by holders of shares of Company Stock immediately prior to such time when such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by Applicable Law, the property of Parent free and clear of any claims or interest of any Person previously entitled thereto.

Section 2.04. Dissenting Shares. Notwithstanding any other provision of this Agreement to the contrary, shares of Class A Common Stock that are issued and outstanding immediately prior to the Effective Time and which are held by stockholders who have properly demanded appraisal for such shares in accordance with Section 262 of Delaware Law and, as of the Effective Time, have complied in all respects with Section 262 of Delaware Law with respect to such shares and shall not have waived, effectively withdrawn or lost such Person's rights to appraisal under Delaware Law with respect to such shares (collectively, the "**Dissenting Shares**") shall not be converted into or represent the right to receive the Merger Consideration pursuant to Section 2.02. Such stockholders instead shall only be entitled to receive the fair value of such Dissenting Shares held by them in accordance with the provisions of, and as provided by, Section 262 of Delaware Law. Each Dissenting Share held by stockholders who shall have failed to perfect or who effectively shall have waived, withdrawn, or otherwise lost the right to appraisal of such shares under Section 262 of Delaware Law shall thereupon be deemed to have been converted into, as of the Effective Time, the right to receive the Merger Consideration upon surrender in the manner provided in Section 2.03. The Company shall (a) give Parent prompt written notice of any demand for appraisal or payment for shares of Class A Common Stock, any withdrawals of such demands received by the Company prior to the Effective Time and any other instrument served pursuant to Delaware Law and received by the Company relating to Section 262 of Delaware Law, (b) give Parent the opportunity to direct all negotiations and proceedings with respect to any such demands, and (c) not, without the prior written consent of Parent, make any payment with respect to, or settle or offer to settle or otherwise negotiate, any such demands, or approve any withdrawal of any such demands, or waive any failure to timely deliver a written demand for appraisal or otherwise to comply with the provisions under Section 262 of Delaware Law, or agree to do any of the foregoing.

Section 2.05. Company Equity Awards.

(a) Company RSU Awards. At or immediately prior to the Effective Time, each Company RSU Award that is outstanding immediately prior to the Effective Time shall, automatically and without any action required on the part of the holder of such Company RSU Award, be converted into a restricted stock unit award (a "**Parent RSU Award**") in respect of that number of shares of the common stock of Parent, no par value (**Parent Common Stock**"), (rounded to the nearest whole share) equal to the product of (i) the number of shares of Class A Common Stock subject to such Company RSU Award immediately prior to the Effective Time and (ii) the Equity Award Exchange Ratio. Except as expressly provided in this Section 2.05(a), each Parent RSU Award shall be subject to the same terms and conditions (including vesting and treatment upon termination terms) as applied to the corresponding Company RSU Award immediately prior to the Effective Time.

(b) Company PSU Awards: Earnings Per Share and Revenue Growth. At or immediately prior to the Effective Time, each Company PSU Award that is outstanding immediately prior to the Effective Time which remains subject to vesting based on adjusted earnings per share and adjusted revenue growth shall, automatically and without any action required on the part of the holder of such Company PSU Award, be converted into a Parent RSU Award in respect of that number of shares of Parent Common Stock (rounded to the nearest whole share) equal to the product of (i) the number of shares of Class A Common Stock subject to such Company PSU Award immediately prior to the Effective Time and (ii) the Equity Award Exchange Ratio. For purposes of this Section 2.05(b), the number of shares of Class A Common Stock subject to a Company PSU Award subject to vesting based on adjusted earnings per share and adjusted revenue growth shall be based on deemed achievement of the performance metrics as follows: (A) with respect to any completed Performance Year, as defined in the

Company PSU Award agreement, based on actual achievement of the performance goals for such Performance Year, with respect to one third of the target number of Company PSU Awards, (B) with respect to any partially completed Performance Year, based on the greater of (1) target performance and (2) actual performance for such partially completed Performance Year through the Effective Time, but extrapolated through to the end of the Performance Year on the assumption that performance will continue at the same rate through to the end of the Performance Year, with respect to one third of the target number of Company PSU Awards, and (C) for any Performance Year that has not commenced, based on target performance with respect to one third of the target number of Company PSU Awards. Except as expressly provided in this Section 2.05(b), each such Parent RSU Award shall be subject to the same terms and conditions (including vesting and treatment upon termination terms) as applied to the corresponding Company PSU Award immediately prior to the Effective Time.

(c) Company PSU Awards; Stock Price Performance. At or immediately prior to the Effective Time, each Company PSU Award that is outstanding immediately prior to the Effective Time which remains subject to vesting based on the price per share of the Class A Common Stock shall, automatically and without any action required on the part of the holder of such Company PSU Award, be converted into a Parent RSU Award in respect of that number of shares of Parent Common Stock (rounded to the nearest whole share) equal to the product of (i) the number of shares of Class A Common Stock subject to such Company PSU Award immediately prior to the Effective Time and (ii) the Equity Award Exchange Ratio. For purposes of this Section 2.05(c), the number of shares of Class A Common Stock subject to a Company PSU Award subject to vesting based on the price per share of the Class A Common Stock shall be based on deemed achievement of the performance metrics at the greater of actual or target performance, with actual performance determined by reference to the Merger Consideration. Except as expressly provided in this Section 2.05(c), each such Parent RSU Award shall be subject to the same terms and conditions (including vesting and treatment upon termination terms) as applied to the corresponding Company PSU Award immediately prior to the Effective Time.

(d) Company Option Awards.

(i) At or immediately prior to the Effective Time, each Company Option Award that is outstanding, unvested and unexercised immediately prior to the Effective Time shall, automatically and without any action required on the part of the holder of such Company Option Award, be converted into an option (a "**Parent Option Award**") to purchase (i) that number of shares of Parent Common Stock (rounded down to the nearest whole share) equal to the product of (A) the total number of shares of Class A Common Stock subject to such Company Option Award immediately prior to the Effective Time and (B) the Equity Award Exchange Ratio, (ii) at an exercise price per share of Parent Common Stock (rounded up to the nearest whole cent) equal to the quotient of (A) the exercise price per share of Class A Common Stock of such Company Option Award immediately prior to the Effective Time divided by (B) the Equity Award Exchange Ratio; provided, however, that the exercise price and the number of shares of Parent Common Stock shall be determined in a manner consistent with the requirements of Section 409A of the Code and Treas. Reg. Section 1.409A-1(b)(v)(4)(D). Except as expressly provided in this Section 2.05(d), each such Parent Option Award shall be subject to the same terms and conditions (including vesting, exercisability and treatment upon termination terms) as applied to the corresponding Company Option Award immediately prior to the Effective Time.

(ii) At or immediately prior to the Effective Time, each Company Option Award with a per share exercise price that is less than the Merger Consideration that is outstanding, vested and unexercised immediately prior to the Effective Time shall, automatically and without any action required on the part of the holder of such Company Option Award, be cancelled in exchange for cash in an amount equal to (i) the total number of shares of Class A Common Stock for which such Company Option Award is exercisable, multiplied by (ii) the excess of the Merger Consideration over the per share exercise price of such Company Option Award, without interest and less applicable Tax withholding. At the Effective Time, each Company Option Award with a per share exercise price that is equal to or greater than the Merger Consideration that is outstanding, vested and unexercised immediately prior to the Effective Time will be cancelled without consideration and will be of no further force and effect.

(e) Adjustments and Payments. As of the Effective Time, the number and kind of shares available for issuance under each Company Stock Plan shall be adjusted, in accordance with the provisions of the applicable plan, to reflect the conversion of the shares available for issuance from Class A Common Stock into Parent Common Stock. Parent shall cause the Surviving Corporation to pay the consideration, if any, payable pursuant to Section 2.05(d)(ii) to holders of vested Company Option Awards who are current or former employees of the Company or any Subsidiary through its payroll at or reasonably promptly after the Effective Time (but in no event later than the second payroll date of Parent after the Effective Time).

(f) Resolutions. Prior to the Effective Time, the Company Board (or, if appropriate, any committee thereof administering any Company Stock Plan) shall adopt such resolutions or take action by written consent in lieu of a meeting and take any actions that are necessary or appropriate to effectuate the transactions contemplated by this Section 2.05. The Company shall provide that, following the Effective Time, no holder of any Company RSU Award, Company PSU Award, or Company Option Award shall have the right to acquire any voting or equity securities or interest in the Company or the Surviving Corporation in respect thereof.

(g) Parent Actions. Parent shall take all corporate actions that are necessary for the conversion and assumption of the Company Equity Awards pursuant to this Section 2.05, including the reservation, issuance and listing of Parent Common Stock as necessary to effect the transactions contemplated by this Section 2.05. As soon as practicable following the Effective Time, Parent shall file with the SEC a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the shares of Parent Common Stock underlying the applicable converted Company Equity Awards, and shall use reasonable best efforts to maintain the effectiveness of such registration statement for so long as such applicable assumed Company Equity Awards remain outstanding.

Section 2.06. Withholding Rights. Each of the Paying Agent, Merger Subsidiary, the Surviving Corporation and Parent shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Article 2 such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign Tax law. Any amounts deducted or withheld and paid over or remitted to the appropriate Taxing Authority shall be treated for all purposes of this Agreement as having been paid to Person in respect of which such deduction or withholding was made.

Section 2.07. Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond, in such reasonable amount as the Surviving Corporation or the Paying Agent may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent will issue, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration to be paid in respect of the shares of Class A Common Stock represented by such Certificate, as contemplated by this Article 2.

ARTICLE 3
The Surviving Corporation

Section 3.01. Certificate of Incorporation. At the Effective Time, by virtue of the Merger, and without any action on the part of the Company, Parent, Merger Subsidiary or any holder of Company Stock, the Company Charter shall be amended and restated to read in its entirety in the form attached hereto as Exhibit A and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until amended (subject to Section 7.02(a)) in accordance with Applicable Law.

Section 3.02. Bylaws. The parties shall take the actions necessary so that, at the Effective Time, the Company Bylaws shall be amended and restated to read in their entirety in the form attached hereto as Exhibit B and, as so amended and restated, shall be the bylaws of the Surviving Corporation until amended (subject to Section 7.02(a)) in accordance with Applicable Law.

Section 3.03. Directors and Officers. The parties shall take the actions necessary so that, from and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the certificate of incorporation and bylaws of the Surviving Corporation and Applicable Law or until their earlier death, resignation or removal, the directors of Merger Subsidiary at the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of Merger Subsidiary at the Effective Time shall be the initial officers of the Surviving Corporation.

ARTICLE 4
Representations and Warranties of the Company

Subject to Section 11.05, except as disclosed in the Company SEC Documents filed on or after January 1, 2021 and before the date of this Agreement (but excluding any forward-looking disclosures set forth in any "risk factors" section, any disclosures in any "forward-looking statements" section and any other disclosures included therein that are cautionary, predictive or forward-looking in nature, which in no event shall be deemed to be an exception to or a disclosure against any representation or warranty set forth in this Article 4) (it being acknowledged that nothing in such Company SEC Documents will be deemed to modify or qualify the representations and warranties set forth in Section 4.01, Section 4.02 or Section 4.05) or as set forth in the Company Disclosure Letter, the Company represents and warrants to Parent that:

Section 4.01. Corporate Existence and Power.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. OpCo LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Each of the Company and OpCo LLC has all corporate or limited liability company powers, as applicable, required to carry on its business as currently conducted. Each of the Company and OpCo LLC is duly qualified to do business as a foreign entity and (where applicable and recognized) is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Complete and correct copies of the Company Charter and Company Bylaws and the OpCo LLC Agreement and other organizational documents of OpCo LLC have been made available to Parent, each as amended to the date of this Agreement. Assuming the accuracy of the representation in the last sentence of Section 5.09, the Company is not in violation of the Company Charter or the Company Bylaws and OpCo LLC is not in violation of the OpCo LLC Agreement or the other organizational documents of OpCo LLC in any material respect.

Section 4.02. Corporate Authorization.

(a) The execution, delivery and, assuming the accuracy of the representation in the last sentence of Section 5.09, performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby are within the Company's corporate powers and, except for the required approval of the Company's stockholders in connection with the consummation of the Merger and assuming the accuracy of the representation in the last sentence of Section 5.09, have been duly authorized by all necessary corporate action on the part of the Company. Assuming the accuracy of the representation in the last sentence of Section 5.09, the performance and the consummation by OpCo LLC of the transactions contemplated hereby are within OpCo LLC's limited liability company powers and, assuming the accuracy of the representation in the last sentence of Section 5.09, have been duly authorized by all necessary action on the part of OpCo LLC. Assuming the accuracy of the representation in the last sentence of Section 5.09, the approval of (i) a majority of the votes entitled to be cast by holders of the issued and outstanding shares of Company Stock, voting together as a single

class and with the Series A Convertible Preferred Stock voting on an as-converted basis, and (ii) the holders of two-thirds of the issued and outstanding shares of Series A Convertible Preferred Stock, voting together as a single class, are the only votes of the holders of any Company Stock necessary in connection with the consummation of the Merger and the transactions contemplated by this Agreement (the "**Company Stockholder Approval**") and no vote or consent of the holders of Common Units, Series A Convertible Preferred Units or any capital stock of, or other equity or voting securities or interest in, OpCo LLC is required by any Applicable Law, the OpCo LLC Agreement or other equivalent organizational documents of OpCo LLC in order for OpCo LLC to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by Parent and Merger Subsidiary, and the accuracy of the representation in the last sentence of Section 5.09, this Agreement constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

(b) At a meeting duly called and held, the Company Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby are fair to, advisable and in the best interests of the Company's stockholders, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby upon the terms and subject to the conditions set forth herein, (iii) approved the execution and delivery of the Voting and Support Agreements and the Blueapple Sale Agreement by the parties thereto (and the consummation of the transactions contemplated thereby), (iv) directed that this Agreement be submitted to the Company's stockholders to be adopted and approved, and (v) resolved, subject to Section 6.03, to recommend adoption of this Agreement by the Company's stockholders (such recommendation in the preceding clause (v), the "**Company Board Recommendation**"), which resolutions have not been rescinded, modified or withdrawn in any way (unless such rescission or modification has been effected after the date hereof in accordance with Section 6.03).

Section 4.03. Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby require no Permit or other action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the Certificate of Merger with respect to the Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (b) compliance with any applicable requirements of the HSR Act and other applicable Regulatory Laws, (c) compliance with any applicable requirements of the 1933 Act, 1934 Act and any other applicable state or federal securities laws, (d) compliance with any applicable rules of the Nasdaq, (e) the applications, filings, consents and notices, as applicable, set forth in Section 4.03 of the Company Disclosure Letter, and (f) any Permits, or other actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.04. Non-contravention. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (a) assuming the accuracy of the representation in the last sentence of Section 5.09, contravene, conflict with, or result in any violation or breach of any provision of the Company Charter, Company Bylaws, the OpCo LLC Agreement or the other organizational documents of OpCo LLC or any Subsidiary of the Company, (b) assuming receipt of the Company Stockholder Approval, the accuracy of the representation in the last sentence of Section 5.09, and compliance with the matters referred to in Section 4.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (c) assuming receipt of the Permits, consents, authorizations and approvals contemplated by Section 4.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled under any provision of any Permit, Contract or other instrument binding upon the Company or any of its Subsidiaries, or (d) result in the creation or imposition of any Lien (other than Permitted Liens) on any asset of the Company or any of its Subsidiaries, with

only such exceptions, in the case of each of clauses (b), (c) and this clause (d), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.05. Capitalization.

(a) The authorized capital stock of the Company consists of (i) 200,000,000 shares of Class A Common Stock, (ii) 40,000,000 shares of Class B Common Stock, (iii) 4,000,000 shares of Class C Common Stock, (iv) 32,000,000 shares of Class D Common Stock, and (v) 10,000,000 shares of Preferred Stock. As of 5:00 p.m., Eastern time, on July 28, 2022 (the "**Reference Time**"), there were (A) 47,955,762 shares of Class A Common Stock issued and outstanding, (B) no shares of Class B Common Stock issued and outstanding, (C) no shares of Class C Common Stock issued and outstanding, (D) 3,783,074 shares of Class D Common Stock issued and outstanding, (E) 152,250 shares of Series A Convertible Preferred Stock issued and outstanding, convertible into 11,020,817 shares of Class A Common Stock, (F) 1,725,159 shares of Class A Common Stock subject to outstanding Company RSU Awards, (G) 5,591,467 shares of Class A Common Stock subject to outstanding Company Option Awards, and (H) 604,748 shares of Class A Common Stock (assuming satisfaction of performance goals for incomplete performance periods at the maximum level) subject to outstanding Company PSU Awards. As of the Reference Time, there were (y) 83,902,374 Common Units issued and outstanding and (z) 152,250 Series A Convertible Preferred Units issued and outstanding, which represent all capital stock or other equity or voting securities of or ownership interests in OpCo LLC. All issued and outstanding shares of Company Stock and Common Units and Series A Convertible Preferred Units have been, and all shares of Company Stock that may be issued pursuant to any Company Stock Plan or the Series A Convertible Preferred Stock or Paired Interests will be (to the extent permitted by this Agreement), when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and nonassessable. All issued and outstanding Company Stock, Common Units and Series A Convertible Preferred Units have not been, and all shares of Company Stock that may be issued pursuant to any Company Stock Plan or the Series A Convertible Preferred Stock or Paired Interests (to the extent permitted by this Agreement) will not be, when issued in accordance with the respective terms thereof, issued in violation of any purchase option, call option, right of first refusal, preemptive right or any similar right pursuant to the Company Charter, Company Bylaws, the OpCo LLC Agreement or other organizational documents of OpCo LLC, any provision of Applicable Law or any Contract to which the Company or any of its Subsidiaries is a party or otherwise bound.

(b) Except as set forth in this Section 4.05 and for changes since the Reference Time resulting from (i) the exercise of Company Option Awards or settlement of Company RSU Awards or Company PSU Awards in accordance with their terms or (ii) the issuance of shares of Class A Common Stock in exchange for Common Units and Class D Common Stock pursuant to the terms of the Exchange Agreement, as of the date of this Agreement there are no issued, reserved for issuance or outstanding, and have been no grants of: (A) shares of capital stock or other equity or voting securities of or ownership interests in the Company or OpCo LLC, (B) securities of the Company or OpCo LLC convertible into or exchangeable for shares of capital stock or other equity or voting securities of or ownership interests in the Company or OpCo LLC, (C) warrants, calls, options, subscriptions, commitments, restricted stock rights or other rights to acquire from the Company, or other obligation of the Company or OpCo LLC to issue, any capital stock, equity or voting securities or securities convertible into or exchangeable for capital stock or equity or voting securities of the Company or OpCo LLC, (D) outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the holders of the Company Common Stock or Common Units on any matter, or (E) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or valued by reference to, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of or equity or voting securities of the Company or OpCo LLC to which the Company or OpCo LLC are party (the items in clauses (A) through (D) and this clause (E) being referred to collectively as the "**Company Securities**"). Except for the Voting and Support Agreements and the OpCo LLC

Agreement, neither the Company nor any of its Subsidiaries is a party to any voting agreement, voting trusts, shareholders agreements, proxies or other agreements or understandings with respect to the voting of any Company Securities.

(c) None of the issued and outstanding shares of Company Stock, Common Units or Series A Convertible Preferred Units have been issued in violation of any foreign, federal or state securities laws.

(d) The Company has made available to Parent a complete and correct list, as of the Reference Time, of each outstanding Company Equity Award, including, with respect to each such award, (i) the grant date, (ii) the name of the holder thereof, (iii) the number of shares of Company Stock subject to such award or, in the case of a Company PSU Award, the target and maximum number of shares of Company Stock subject to such award, (iv) the Company Stock Plan under which the Company Equity Award was granted, (v) the number of vested and unvested shares of Company Stock subject to such award, (vi) the exercise price, in the case of a Company Option Award, (vii) the expiration date, if any and (viii) in the case of a Company Equity Award that vests solely based on continued service, the vesting schedule of such Company Equity Award. Each Company Equity Award was granted in accordance with the terms of the applicable Company Stock Plan and award agreements thereunder and all Applicable Laws (including Section 409A of the Code). Each Company Option Award has an exercise price that is at least equal to the "fair market value" of the underlying shares on the date of grant, as determined for financial accounting purposes under GAAP.

(e) The Company has made available to Parent a true, complete and correct list of all holders of Common Units, Class D Common Stock, Series A Convertible Preferred Stock and Series A Convertible Preferred Units and the number of Common Units, Class D Common Stock, Series A Convertible Preferred Stock and Series A Convertible Preferred Units held by such holders, in each case, as of the Reference Time.

(f) All holders of Common Units other than Blueapple are party to the Exchange Agreement. The rate at which each Paired Interest may be exchanged for shares of Class A Common Stock pursuant to the terms of the Exchange Agreement and the Opco LLC Agreement is one for one. The Conversion Price and Liquidation Preference (in each case as defined in the Certificate of Designations), as of the date hereof, in respect of the Series A Convertible Preferred Stock is set forth on Section 4.05(f) of the Company Disclosure Letter. As a result of the Merger and the transactions contemplated by this Agreement, the Surviving Corporation will be wholly owned by Parent, and the Surviving Corporation and Parent will own all Common Units issued and outstanding as of the Effective Time, and no Series A Convertible Preferred Units will be issued and outstanding as of the Effective Time. No (i) shares of capital stock of the Company or (ii) Company Securities are owned by any Subsidiary of the Company.

Section 4.06. Subsidiaries.

(a) Section 4.06(a) of the Company Disclosure Letter sets forth a complete and correct list, as of the date of this Agreement, of each Subsidiary of the Company and its place and form of organization. Neither the Company nor any of its Subsidiaries owns, directly or indirectly, any capital stock of, or any joint venture, membership, partnership, voting or equity security or interest of any nature in, any other Person other than the OpCo LLC and wholly owned Subsidiaries, nor any right or obligation (contingent or otherwise) to acquire any such capital stock, voting or equity security or ownership interest or to make any investment in any Person.

(b) Each Subsidiary of the Company has been duly organized, is validly existing and (where applicable) in good standing under the laws of its jurisdiction of organization and has all organizational powers and all Permits required to carry on its business as currently conducted, except for those powers and Permits, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each such Subsidiary is duly qualified to do business as a foreign entity and (where applicable) is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Material Adverse

Effect. The Company has made available to Parent true, correct and complete copies of the organization documents of each "significant subsidiary" of the Company within the meaning of Rule 1-02 of Regulation S-X of the SEC, each as currently in effect. No "significant subsidiary" of the Company is in violation of its charter, bylaws or other similar organizational documents except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(c) Except as set forth in Section 4.06(c) of the Company Disclosure Letter, all of the outstanding capital stock of or other equity or voting securities of, or ownership interests in, each Subsidiary of the Company, is owned by the Company, directly or indirectly, free and clear of any Lien (other than Permitted Liens).

(d) All of the outstanding capital stock of or other equity or voting securities of, or ownership interests in, each Subsidiary of the Company has been duly authorized, validly issued and is fully paid and nonassessable and free of any transfer restriction (other than transfer restrictions of general applicability as may be provided under the 1933 Act or other applicable securities laws), including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity or voting securities or ownership interests. Except as set forth in Section 4.06(c) of the Company Disclosure Letter, as of the date of this Agreement, there have been no grants of and are no issued, reserved for issuance or outstanding (i) securities of the Company or any of its Subsidiaries convertible into, or exchangeable for, shares of capital stock or other equity or voting securities of, or ownership interests in, any Subsidiary of the Company, (ii) warrants, calls, options, subscriptions, commitments, restricted stock rights or other rights to acquire from the Company or any of its Subsidiaries, or other obligations of the Company or any of its Subsidiaries to issue, any capital stock or other equity or voting securities of, or ownership interests in, or any securities convertible into, or exchangeable for, any capital stock or other equity or voting securities of, or ownership interests in, any Subsidiary of the Company, (iii) outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the holders of any capital stock or other equity or voting securities of any Subsidiary of the Company on any matter, or (iv) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or valued by reference to, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other equity or voting securities of, or ownership interests in, any Subsidiary of the Company to which the Company or any Subsidiary of the Company is a party (the items in clauses (i) through (iii) and this clause (iv) being referred to collectively as the "**Company Subsidiary Securities**"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities.

Section 4.07. SEC Filings and the Sarbanes-Oxley Act.

(a) The Company has filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by the Company since December 31, 2020 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "**Company SEC Documents**").

(b) No Subsidiary of the Company is required to file or furnish any report, statement, schedule, form or other document with, or make any other filing with, or furnish any other material to, the SEC.

(c) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such later filing), each Company SEC Document (i) complied in all material respects with the applicable requirements of the Sarbanes-Oxley Act, the 1933 Act and the 1934 Act, as the case may be, and the applicable rules and regulations promulgated thereunder, and (ii) did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) Each Company SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the 1933 Act, as of the date such registration statement or amendment became

effective, complied in all material respects with the requirements of the 1933 Act and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) As of the date of this Agreement, (i) there are no material outstanding or unresolved comments from the SEC with respect to the Company SEC Documents, (ii) to the knowledge of the Company, none of the Company SEC Documents is subject to ongoing SEC review and (iii) there are no pending inspections of an audit of the Company's financial statements by the Public Company Accounting Oversight Board.

(f) The Company and each of its officers are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act. The management of the Company maintains, and since December 31, 2019 has maintained, in compliance with Rule 13a-15 under the 1934 Act, designed disclosure controls and procedures to ensure that material information required to be disclosed by the Company in the forms, reports, schedules, prospectuses, registration statements and other documents that it files or furnishes pursuant to the 1934 Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, is made known to the management of the Company by others within those entities, and disclosed to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act and Company's auditors and the audit committee of the Company Board. Based on its most recent evaluation prior to the date of this Agreement, the Company's auditors and the audit committee of the Company Board have not identified (i) any significant deficiencies or material weakness (each as defined in Rule 13a-15(f) of the 1934 Act) in the design or operation of the Internal Controls which would adversely affect the Company's ability to record, process, summarize and report financial data and have identified for the Company's auditors any material weaknesses in Internal Controls and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's Internal Controls or the preparation of financial statements. The Company's management has completed an assessment of the Company's Internal Controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2021, and such assessment concluded that such system was effective. The Company's independent registered public accounting firm has issued (and not subsequently withdrawn or qualified) an attestation report concluding that the Company maintained effective internal control over financial reporting as of December 31, 2021. Since December 31, 2019, the principal executive officer and principal financial officer of the Company have made all certifications required by the Sarbanes-Oxley Act (including Sections 302 and 906 thereof).

(g) The Company and its Subsidiaries maintain, and have at all times since December 31, 2019 maintained, a system of "disclosure controls and procedures" and "internal control over financial reporting" (as defined in Rule 13a-15 under the 1934 Act) ("**Internal Controls**") sufficient to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of Company financial statements for external purposes in accordance with GAAP. The Company has disclosed, based on its most recent evaluation of Internal Controls prior to the date of this Agreement, to the Company's auditors and audit committee (i) any significant deficiencies and material weaknesses (each as defined in Rule 13a-15(f) of the 1934 Act) in the design or operation of the Company's Internal Controls, which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's Internal Controls or the preparation of financial statements.

(h) Since December 31, 2020, the Company has complied in all material respects with the applicable listing and corporate governance rules and regulations of the Nasdaq.

Section 4.08. Financial Statements. The audited consolidated financial statements and unaudited consolidated quarterly financial statements (in each case, including the related notes) of the Company included or incorporated by reference in the Company SEC Documents (i) have been prepared in conformity with GAAP

applied on a consistent basis for the periods then ended (except as may be indicated in such statements or the notes thereto) and (ii) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (except, in the case of any unaudited quarterly financial statements with respect to clause (i) or this clause (ii), as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC and subject to normal year-end audit adjustments, none of which, individually or in the aggregate, would be material to the Company and its Subsidiaries, taken as a whole). Since December 31, 2020, there has been no change in the Company's accounting policies or methods of making accounting estimates or changes in estimates that are material to the Company's financial statements, except as described in the Company SEC Documents.

Section 4.09. Disclosure Documents. The information supplied by or on behalf of the Company for inclusion in or incorporation by reference in the proxy statement, or any amendment or supplement thereto, to be sent to the Company stockholders in connection with the Merger and the other transactions contemplated by this Agreement (the "**Proxy Statement**") shall not, on the date the Proxy Statement, and any amendments or supplements thereto, is filed or first mailed to the stockholders of the Company or at the time of the Company Stockholder Approval contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Proxy Statement will comply in all material respects with the requirements of the 1934 Act. The representations and warranties contained in this Section 4.09 shall not apply to statements or omissions included or incorporated by reference in the Proxy Statement based upon information supplied by Parent, Merger Subsidiary or any of their respective Representatives for use or incorporation by reference therein.

Section 4.10. Absence of Certain Changes.

(a) From the Company Balance Sheet Date until the date of this Agreement, there has not been any change, effect, event, circumstance, development, condition or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) From the Company Balance Sheet Date until the date of this Agreement, (i) the business of the Company and its Subsidiaries has been conducted in all material respects in the ordinary course of business and (ii) there has not been any action taken by the Company or any of its Subsidiaries that, if taken during the period from the date of this Agreement through the Effective Time without Parent's consent, would constitute a breach of Section 6.01(a), Section 6.01(b), Section 6.01(e), Section 6.01(h), Section 6.01(l), Section 6.01(n) or, to the extent applicable to such sections, Section 6.01(r).

Section 4.11. No Undisclosed Material Liabilities. There are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether or not accrued, contingent, absolute, determined, determinable or otherwise, other than: (a) liabilities or obligations disclosed, reflected or reserved against in the Company Balance Sheet; (b) liabilities or obligations expressly permitted or contemplated by this Agreement and incurred in connection with the transactions contemplated hereby; and (c) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.12. Permits; Compliance with Laws.

(a) The Company and each of its Subsidiaries has in effect all Permits necessary for its ownership and operation of its business as presently conducted, except where the absence of such Permits has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. (i) Each Permit of the Company and its Subsidiaries is in full force and effect, (ii) the Company and its Subsidiaries are in compliance in all respects with the terms of all Permits necessary for the ownership and operation of its businesses as presently conducted and (iii) since December 31, 2019, no default has occurred under, and there exists no event that, with or without notice, lapse of time or both, would result in a default under, any such Permit, or would give to others any right of revocation, non-renewal, adverse modification or cancellation of any

such Permit, and neither the Company nor any of its Subsidiaries has received written or communication, nor, to the knowledge of the Company, any oral communication, (x) from any Governmental Authority alleging any conflict with or breach of any such Permit or (y) of any suspension, cancellation, withdrawal, revocation or modification of any such Permit or threatening to suspend, cancel, withdraw, revoke or modify any such Permit, except, in each case pursuant to clauses (i) through (iii) of the foregoing, as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. As of the date of this Agreement, there is no Order, injunction, rule or order of any arbitrator or Governmental Authority outstanding against the Company or any of its Subsidiaries that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and each of its Subsidiaries have since January 1, 2019, complied with all Applicable Laws relating to the Company and its Subsidiaries, including, without limiting the foregoing, (i) all laws related to data protection or privacy (including laws relating to the privacy and security of data or information that constitutes personal data or personal information under Applicable Law ("**Personal Data**", and such laws relating thereto, "**Data Protection Laws**")), (ii) all applicable financial recordkeeping and reporting requirements of all money laundering laws administered or enforced by any Governmental Authority, (iii) all laws related to the collection, processing, possession, handling, clearance, settlement and/or remittance of funds, (iv) the rules and requirements of the Financial Industry Regulatory Authority that are binding on the Company or its Subsidiaries, (v) any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of the Treasury, (vi) the Bank Secrecy Act of 1970 and its implementing regulations, (vii) all laws relating to money transmission or unclaimed property, (viii) the Electronic Fund Transfer Act and its implementing Regulation E, including the International Remittance Transfer Rule, (ix) the Gramm-Leach-Bliley Act and all federal regulations implementing such act, and (x) any other Applicable Law relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, sanctions laws and regulations. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the Company and its Subsidiaries have since January 1, 2019 established and maintained a system of internal controls designed to ensure compliance by the Company and its Subsidiaries with applicable financial recordkeeping and reporting requirements of all money laundering laws administered. None of the Company, any of its Subsidiaries or any of their respective officers, directors, employees or any Person acting on its or its Subsidiaries' behalf is currently or has in the last five (5) years been: (i) organized, operating in, conducting business with, ordinarily resident, or is otherwise engaging in dealings with or for the benefit of any Person or in a country or territory (or whose government is) currently or has in the last five (5) years been itself the subject of or target of any sanctions (at present, Crimea, the so-called Donetsk People's Republic and Luhansk People's Republic, Cuba, Iran, North Korea, Russian Federation, Sudan, Venezuela and Syria) or (ii) a Person with whom dealings are restricted or prohibited under any sanctions or Trade Laws.

(c) Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, none of the Company, any of its Subsidiaries or any of their respective directors or officers, or to the knowledge of the Company, any employee, agent or other person acting on behalf of the Company or any of its Subsidiaries has, directly or indirectly, (i) used any funds of the Company or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of the Company or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of the Company or any of its Subsidiaries in violation of the FCPA, (v) made any fraudulent entry on the books or records of the Company or any of its Subsidiaries in violation of the FCPA, or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable

treatment in securing business, to obtain special concessions for the Company or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for the Company or any of its Subsidiaries.

(d) The Company maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any (i) loss or misuse of Personal Data, (ii) unauthorized access to or unlawful operations performed upon Personal Data, or (iii) other act or omission that compromises the security or confidentiality of Personal Data (clauses (i) through (iii), a "**Security Breach**"). The Company has not experienced any Security Breach that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There are no data security or other technological vulnerabilities with respect to the Company's information technology systems or networks that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries have not received any written notice (including any enforcement notice) alleging, or providing notice of any Claims concerning, any material noncompliance with any Applicable Laws concerning such Personal Data.

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since January 1, 2019 the Company and its Subsidiaries have complied with and are not in default under (i) any applicable bylaws, operating rules, regulations and requirements of the National Automated Clearinghouse Association and any applicable payment network, exchange or association, including any Card Schemes, in each case, which are either binding on the Company or any of its Subsidiaries or with which the Company or any of its Subsidiaries complies pursuant to contractual requirements and (ii) the Payment Card Industry Data Security Standard issued by the Payment Card Industry Security Standards Council, as may be revised from time to time. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since January 1, 2019, neither the Company nor its Subsidiaries have received any written notices of any material Claim regarding any matters applicable to the Company or its Subsidiaries in connection with its performance of its obligations in the collection, processing, possession, handling, clearance, settlement and/or remittance of funds in the conduct of its business from any Governmental Authority, the National Automated Clearinghouse Association or any Card Scheme.

Section 4.13. Litigation. There are no and, for the past three (3) years there have not been any, Claims pending or, to the knowledge of the Company, threatened against the Company, any of its Subsidiaries or any present or former officer, director or employee of the Company or any of its Subsidiaries for whom the Company or any of its Subsidiaries may be liable or affecting any of the Company's or its Subsidiaries' owned assets that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as has not had, and would not reasonably be expected to have, a Material Adverse Effect, neither the Company nor any of its Subsidiaries, nor their respective assets, is, or for the last three (3) years has been, subject to any Order.

Section 4.14. Properties.

(a) Neither the Company nor any of its Subsidiaries owns any real property. Section 4.14(a) of the Company Disclosure Letter sets forth a true and complete list of all material leased real property to which the Company or any of its Subsidiaries is a tenant, subtenant or occupant or otherwise leases, subleases or occupies as of the date of this Agreement ("**Leased Real Property**"). Each lease, license, sublease or other occupancy agreement with respect to the Leased Real Property (each a "**Real Property Lease**") is valid and binding on the Company or its Subsidiary, enforceable in accordance with its terms and in full force and effect (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting generally the enforcement of creditors' rights and subject to general principles of equity).

(b) The Company has made available to Parent and Merger Subsidiary prior to the date of this Agreement true and complete copies of each Real Property Lease. Except as would not have, individually or in the aggregate, a Material Adverse Effect, none of the Company, any of its Subsidiaries nor, to the Company's knowledge, any of the other parties thereto, is in breach of or default under any Real Property Lease and, to the

Company's knowledge, no circumstances or state of facts presently exists which, with the giving of notice or passage of time, or both, would constitute a breach or default under any Real Property Lease. The Company and its Subsidiaries are not parties to any written or oral sublease, license, occupancy agreement or other Contract of any kind that grants to any other Person the right to use or occupy any Leased Real Property. Except as would not have, individually or in the aggregate, a Material Adverse Effect, the Company and its Subsidiaries have not received written notice of any pending and, to the Company's knowledge, there is no pending or threatened condemnation, eminent domain, taking or similar proceeding affecting any Leased Real Property or any portion thereof.

(c) The Company and its Subsidiaries have good, valid and marketable title to, or leases and have a valid leasehold interest in, all of the assets, properties and interests in properties (tangible or intangible) reflected as being owned or leased to the Company or its Subsidiaries in the Company Balance Sheet or acquired after the Company Balance Sheet Date (including a valid leasehold interest in all Leased Real Property), free and clear of all Liens, except (i) for Permitted Liens, (ii) for assets disposed of in the ordinary course of business consistent with past practices after the Company Balance Sheet Date, and (iii) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, such assets, properties and interests in properties (tangible and intangible) include all assets, properties and interests in properties (tangible and intangible) necessary to enable the Company and its Subsidiaries to carry on their respective businesses as presently conducted. All tangible personal property used by the Company or its Subsidiaries in the operation of their respective business is in reasonably good condition and repair, subject to reasonable wear and tear considering the age and ordinary course of use of such property.

Section 4.15. Intellectual Property.

(a) The Company and/or its Subsidiaries have valid title and exclusive ownership interest in the Company Owned IP, free and clear of any Liens (other than Permitted Liens). The Company and each of its Subsidiaries, as applicable, owns or otherwise possesses adequate rights to use, all Intellectual Property used in or necessary for their respective businesses as currently conducted, all of which rights shall survive the consummation of the transactions contemplated by this Agreement without being terminated or materially changed. Neither the execution and delivery of nor performance under this Agreement by the Company, or the consummation of the transaction contemplated by this Agreement will, under any Contract to which Company is bound, result in (i) any obligation to grant licenses, covenants not to assert, or other rights with respect to material Company Owned IP, which such party was not bound by or subject to prior to the Closing, (ii) the termination of any material license of Intellectual Property to the Company or any of its Subsidiaries by a Third Party, which is material to the Company and its Subsidiaries, taken as a whole, (iii) the release from escrow of any proprietary software, which is material to the Company and its Subsidiaries, taken as a whole, or (iv) the obligation to pay any royalties, fees or other payments to any Person, with respect to Intellectual Property, in excess of those obligations by such party prior to the Closing and which would be material to the Company and its Subsidiaries, taken as a whole.

(b) There are no Claims pending or threatened in writing, alleging infringement, misappropriation or any other violation of any Intellectual Property rights of any Third Party by the Company or any of its Subsidiaries, or alleging that any Company Registered IP is invalid or unenforceable, or challenging the Company's ownership of any Company Registered IP, that would reasonably be expected to have a Material Adverse Effect.

(c) None of the Company or its Subsidiaries has infringed, misappropriated or otherwise violated any Intellectual Property rights of any Person and there are no legal disputes or claims pending or threatened alleging the foregoing, except for such infringements, misappropriations or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) None of the Company Owned IP has been infringed, misappropriated or otherwise violated by any Third Party, except for such infringements, misappropriations or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Section 4.15(e) of the Company Disclosure Letter contains a complete and correct list, as of the date of this Agreement, of all material Company Registered IP. Except as would not reasonably be expected to have a Material Adverse Effect, (i) to the knowledge of the Company, all issued Company Registered IP is subsisting, valid and enforceable, (ii) the Company and its Subsidiaries have paid all maintenance fees and filed all statements of use reasonably necessary to maintain the Company Registered IP, and (iii) none of the issued Company Registered IP has been adjudged invalid or unenforceable in whole or in part.

(f) The Company and its Subsidiaries have taken commercially reasonable steps to protect the trade secrets in the Company Owned IP and to protect any confidential information or trade secrets provided to them by any other Person under obligation of confidentiality and no such confidential information or trade secrets have been used, disclosed to or otherwise discovered by any Person except pursuant to a valid and enforceable non-disclosure agreement that has not been breached by such Person, except, in each case, where failures to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) The Company and its Subsidiaries have obtained from all parties (including Company Employees and current or former employees, consultants and subcontractors) who contributed to or were involved in the development discovery, conception or reduction to practice of any, or otherwise who would have any rights in or to, any material Intellectual Property, software or other technology of the Company or its Subsidiaries, written assignments thereof or equivalent assignment of rights under the law. To the Company's knowledge, no such Person retains or purports to retain any right, title or interest in or to any such Intellectual Property.

(h) Neither the Company nor its Subsidiaries has delivered, licensed or made available, nor is under a duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available, the source code for any proprietary software, which is material to the Company and its Subsidiaries, taken as a whole, to any escrow agent or other Person who is not an employee or consultant who are subject to valid and binding confidentiality obligations and acting on behalf of the Company or its Subsidiaries.

(i) Neither the Company nor its Subsidiaries has distributed, made available for remote interaction, or incorporated or linked any open source software in conjunction with or into any proprietary software, which is material to the Company and its Subsidiaries, taken as a whole, in a manner that requires the Company or its Subsidiaries to (i) disclose or distribute to any Person or the public any portion of the source code for such proprietary software, (ii) impose any restriction on the consideration to be charged for the distribution of such proprietary software, or (iii) grant, or purport to grant, to any third party, any rights or immunities under any Company Owned IP. The Company and each of its Subsidiaries are in material compliance with the terms and conditions of all relevant licenses for open source software used by the Company and its Subsidiaries, including notice and attribution obligations.

Section 4.16. Taxes.

(a) All material Tax Returns required by Applicable Law to be filed with any Taxing Authority by the Company or any of its Subsidiaries have been filed when due (taking into account any extension of time within which to file) in accordance with all Applicable Law, and all such material Tax Returns were, at the time of filing, true and complete in all material respects.

(b) The Company and each of its Subsidiaries has paid or has withheld and remitted in full to the appropriate Taxing Authority all material Taxes due and payable, other than such Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial

statements of the Company and its Subsidiaries, and the financial statements of the Company and its Subsidiaries reflect adequate reserves in accordance with GAAP for Taxes of the Company and its Subsidiaries as of the date thereof.

(c) Neither the Company nor any of its Subsidiaries has been granted any extension or waiver of the statute of limitations period applicable to any income or franchise or other material Tax Return, which period (after giving effect to such extension or waiver) has not yet expired.

(d) There is no material claim, audit, action, suit, investigation or other proceeding now pending or threatened in writing against or with respect to the Company or its Subsidiaries in respect of any Tax or Tax asset, and no material deficiency for Taxes has been assessed by any Governmental Authority against the Company or any of its Subsidiaries with respect to any completed and settled examination or concluded litigation that has not been fully satisfied by payment.

(e) The Company and its Subsidiaries (i) have timely deducted, withheld and collected all Taxes that are required to be deducted, withheld or collected with respect to amounts paid to its employees, agents, shareholders, contractors and other third parties and remitted such amounts to the proper authorities and (ii) have otherwise complied in all material respects with all Applicable Law relating to the payment, withholding, collection and remittance of Taxes (including information reporting requirements).

(f) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company or any of its Subsidiaries.

(g) During the last three (3) years, neither the Company nor any of its Subsidiaries has been a party to any transaction treated by the parties thereto as one to which Section 355 of the Code (or any similar provision of state, local or foreign law) applied.

(h) None of the Company or any of its Subsidiaries (i) has ever been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code (other than an affiliated group of which the Company was the common parent corporation); (ii) has any liability for Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Applicable Law); or (iii) has ever been a party to or bound by any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement (other than any customary Tax indemnification provisions in commercial, joint venture or acquisition agreements not primarily related to Taxes, and other than any agreement or arrangement solely among the Company and its Subsidiaries).

(i) Within the last three (3) years, no Claim has been made in writing by any Tax authority in a jurisdiction where the Company or any of its Subsidiaries has not filed Tax Returns of a particular type that the Company or any of its Subsidiaries is or may be subject to material Tax of such type by, or required to file Tax Returns with respect to material Taxes of such type in, such jurisdiction. Neither the Company nor any Company Subsidiary is or has been subject to Tax in any jurisdiction other than its jurisdiction of incorporation by virtue of having a permanent establishment or taxable presence in that jurisdiction.

(j) Section 4.16(j) of the Company Disclosure Letter sets forth any material effective Tax exemptions, Tax holidays or Tax incentive arrangements to which the Company or any of its Subsidiaries is a party. The Company and its Subsidiaries are in compliance, in all material respects, with the requirements of any such Tax exemptions, Tax holidays, or Tax incentive arrangements.

(k) Neither the Company nor any of its Subsidiaries is bound by, or party to, with respect to the current or any future taxable period, any closing agreement (within the meaning of Section 7121(a) of the Code (or any similar or analogous provision of state, local or non-U.S. Law)) or other ruling or written agreement with a Tax authority, in each case, with respect to material Taxes.

(l) Neither the Company nor any of its Subsidiaries has any material liability to make installment payments under Section 965(h)(1) of the Code or payments of deferred Tax obligations pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES) or similar statutory relief.

(m) Neither the Company nor any of its Subsidiaries has engaged in any transaction that is a "reportable transaction" under Section 1.6011-4(b) of the Treasury Regulations.

Section 4.17. Employee Benefit Plans.

(a) Section 4.17(a) of the Company Disclosure Letter contains a complete and correct list, as of the date of this Agreement, of each material Employee Plan. "**Employee Plan**" means each "employee benefit plan," as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and each other employment, severance or similar Contract, plan, practice, program, arrangement, agreement, understanding or policy providing for compensation, bonuses, profit-sharing, stock option or other stock-related rights, retention, termination, change in control or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangements), health or medical benefits, employee assistance program, disability or sick leave benefits, post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) and any other remuneration or benefits which is maintained, administered or contributed to (or is required to be maintained, administered or contributed to) by the Company or any of its Subsidiaries, or with respect to which the Company or any of its Subsidiaries has any liability (other than any plan, policy, program, arrangement or understanding maintained by a Governmental Authority, or, in the case of an Employee Plan that is maintained outside the United States primarily for the benefit of Persons who are nonresident aliens, to which the Company or any of its Subsidiaries contributes pursuant to Applicable Law).

(b) The Company has delivered correct and complete copies of the following documents to Parent with respect to each material Employee Plan, to the extent applicable: (i) the documents embodying such Employee Plan (and, if applicable, all related trust or funding agreements or insurance policies), including all amendments thereto, (ii) the most recent summary plan description together with the summary or summaries of material modifications thereto, if any, (iii) the most recent Internal Revenue Service ("**IRS**") or Department of Labor determination, opinion, notification and advisory letters, (iv) the most recent annual report (Form Series 5500 and all schedules and financial statements attached thereto), (v) all discrimination tests for the most recent plan year, and (vi) all material non-routine correspondence with any Governmental Authority in the past three (3) years.

(c) Neither the Company nor any of its ERISA Affiliates sponsors, maintains or contributes to, or has in the past six (6) years sponsored, maintained or contributed to, any Employee Plan subject to Title IV of ERISA or Section 302 of ERISA or Section 412 or 4971 of the Code. No liability under Title IV of ERISA has been incurred by the Company or any of its ERISA Affiliates that has not been satisfied in full.

(d) Neither the Company nor any of its ERISA Affiliates contributes to, or has in the past six (6) years contributed to, any multiemployer plan, as defined in Section 3(37) of ERISA (a "**Multiemployer Plan**") or a plan that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control, within the meaning of Section 4063 of ERISA, and neither the Company nor any ERISA Affiliate nor any predecessor thereof has incurred any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA, that has not been satisfied in full.

(e) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or has pending or has time remaining in which to file an application for such determination from the IRS, or, in the case of a preapproved plan, the underlying preapproved plan has received a favorable advisory or opinion letter from the IRS, and, to the knowledge of the Company, no revocation of such Employee Plan's tax-qualified status has been threatened by any Governmental Authority. To the knowledge of

the Company, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any such Employee Plan or the related trust. No trust funding any Employee Plan is intended to meet the requirements of Section 501(c)(9) of the Code.

(f) Each Employee Plan has been established, operated, maintained and administered in all material respects in compliance with its terms and with the requirements prescribed by any and all Applicable Laws, including ERISA and the Code.

(g) None of the Company or any of its Subsidiaries nor any of their ERISA Affiliates, nor any other person, including any fiduciary with respect to the Employee Plan in question, has engaged in or been a party to any "prohibited transaction," within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA that would reasonably be expected to result in material liability to the Company or its Subsidiaries.

(h) All material contributions, reserves or premium payments required to have been made or accrued, or that are due, as of the date hereof to or with respect to the Employee Plans have been timely made or accrued in accordance with GAAP.

(i) The consummation of the transactions contemplated by this Agreement will not (either alone or together with any other event, to the extent such other event standing alone would not by itself trigger such benefit) (i) entitle any employee, director or independent contractor of the Company or any of its Subsidiaries to any payment, forgiveness of indebtedness, vesting or distribution, (ii) accelerate the time of payment or vesting or trigger any funding (through a grantor trust or otherwise) of compensation or benefits under any Employee Plan or otherwise, (iii) increase the amount or value payable or trigger any other material obligation pursuant to, any Employee Plan or otherwise, or (iv) result in any limitation on the right of the Company or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any Employee Plan or related trust. Without limiting the generality of the foregoing, no amount paid or payable in connection with the transactions contemplated hereby will be an "excess parachute payment" within the meaning of Section 280G of the Code. The Company has provided Parent with preliminary calculations reflecting a good faith estimate of the consequences of Sections 280G and 4999 on any "disqualified individuals" within the meaning of Section 280G of the Code in connection with the consummation of the transactions contemplated hereby (either alone or in conjunction with any other event).

(j) No Employee Plan provides for the gross-up or reimbursement of Taxes under Sections 4999 or 409A of the Code, or otherwise.

(k) Neither the Company nor any of its Subsidiaries has any liability in respect of post-retirement health, medical, life insurance or other welfare benefits for retired, former or current employees of the Company or its Subsidiaries except for coverage or benefits as required under Section 4980B of the Code or any other Applicable Law.

(l) Except as would not be material to the Company and its Subsidiaries, taken as a whole, there is no action, suit, investigation, arbitration, audit or proceeding pending against or, to the knowledge of the Company, threatened against, any Employee Plan before any Governmental Authority, other than routine claims for benefits.

(m) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Employee Plan that is maintained outside the United States primarily for the benefit of Persons who are nonresident aliens: (i) has been maintained in accordance with all applicable requirements and if required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities; (ii) if intended to receive favorable Tax treatment under applicable Tax laws has been qualified or similarly determined to satisfy the requirements of such Tax laws; (iii) is not a defined benefit plan (as defined in

Section 3(35) of ERISA, whether or not subject to ERISA); and (iv) to the extent required to be funded, book-reserved or secured by an insurance policy, is fully funded, book-reserved or secured by an insurance policy, as applicable, based on reasonable actuarial assumptions in accordance with applicable accounting principles.

Section 4.18. Labor and Employment Matters.

(a) Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or similar agreement with a labor union, works council or similar labor organization. There is no, and has not been since December 31, 2020, any (i) material unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries relating to their businesses, (ii) to the Company's knowledge, material activity or proceeding by a labor union or other group or Representative thereof seeking to organize or represent any employees of the Company or any of its Subsidiaries, or (iii) material lockouts, strikes, slowdowns, work stoppages, threats or other material labor disputes by or with respect to such employees, and during the last three (3) years there has not been any such action.

(b) Except as would not be material to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries are, and since December 31, 2020 have been, in compliance with all Applicable Laws respecting employment and employment practices, including discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Worker Adjustment and Retraining Notification Act of 1988, family and medical leave, sexual harassment, workers' compensation and immigration.

(c) Except as would not be material to the Company and its Subsidiaries, taken as a whole, there are no claims, disputes, grievances, controversies, agency charges, administrative proceedings, formal discrimination complaints or, to the knowledge of the Company, investigations pending or, to the Company's knowledge, threatened involving any employee or group of employees in their capacity as an employee of the Company or any of its Subsidiaries.

(d) To the Company's knowledge, no allegations of sexual harassment or sexual misconduct have been made against any member of the Company Board or any employee of the Company or any of its Subsidiaries with the title of Vice President or above. Neither the Company nor any of its Subsidiaries has entered into any settlement agreement related to allegations of sexual harassment or sexual misconduct by or against any member of the Company Board or any employee of the Company or any of its Subsidiaries with the title of Vice President or above. There are no proceedings currently pending or, to the Company's knowledge, threatened related to any allegations of sexual harassment or sexual misconduct by or against any member of the Company Board or any employee of the Company or any of its Subsidiaries with the title of Vice President or above.

Section 4.19. Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) the Company and its Subsidiaries maintain insurance in such amounts and against such risks as is sufficient to comply with Applicable Law and as are customary in all material respects for companies of a similar size in the same or similar lines of business, (b) all insurance policies of the Company and its Subsidiaries are in full force and effect, except for any expiration thereof in accordance with the terms thereof, (c) neither the Company nor any of its Subsidiaries is in breach of, or default under, any such insurance policy or has taken any action or failed to take any action which, with notice or lapse of time or both, would constitute a breach or default of any such insurance policy, (d) no written notice of cancelation or termination has been received with respect to any such insurance policy, other than in connection with ordinary renewals, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action which, with notice or lapse of time or both, would permit termination of any such insurance policy, and (e) no claim for coverage pending under any such policies has been denied by an insurer.

Section 4.20. Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its Subsidiaries are in compliance, and have complied, with all federal, state or local laws, regulations, Orders, decrees, Permits, authorizations, common law and agency requirements relating to: (a) the protection or restoration of the environment, health and safety as it relates to hazardous substance exposure or natural resource damages, (b) the handling, use, presence, disposal, release or threatened release of, or exposure to, any hazardous substance, or (c) noise, odor, wetlands, indoor air, pollution, contamination or any injury to persons or property from exposure to any hazardous substance (collectively, "**Environmental Laws**"). There are no legal, administrative, arbitral or other proceedings, Claims or actions, or to the knowledge of the Company, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on the Company or any of its Subsidiaries of any liability or obligation arising under any Environmental Law pending or threatened against the Company, which liability or obligation would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the knowledge of the Company, there is no reasonable basis for any such proceeding, Claim, action or governmental investigation that would impose any liability or obligation that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.21. Material Contracts.

(a) Except for (i) this Agreement and (ii) any Employee Plans, Section 4.21 of the Company Disclosure Letter contains a complete and correct list, as of the date of this Agreement, of each Contract described below in this Section 4.21 under which the Company or any of its Subsidiaries is a party or bound by, in each case as of the date of this Agreement (together with all exhibits and schedules thereto each, a "**Material Contract**"):

(i) the Bank Alliance Agreements;

(ii) any Contract that (A) contains a covenant or other provision that materially limits, curtails or restricts, the ability of the Company or any of its Subsidiaries to compete or conduct activities in any geographic area, or offer or sell any products, assets or services, or line of business with or to any Person, or (B) includes any "most favored nation", exclusive marketing, right of first refusal, first offer or first negotiation or other material exclusive rights, covenants or similar provisions of any type or scope, in each case, that is granted by or binding on the Company or any Subsidiary to a Third Party;

(iii) any acquisition, divestiture or disposition Contract providing for the acquisition, divestiture or disposition of a business or material assets or exclusive licensing agreement that involves consideration in excess of $20,000,000 and contains representations, covenants, indemnities or other obligations (including "earnout" or other contingent payment obligations) or that would reasonably be expected to result in the Company's or any of its Subsidiaries' receipt or making of future payments in excess of $2,000,000;

(iv) any Contract (excluding licenses for off-the-shelf computer software or software-as-a-service that are generally available to the Company or its Subsidiaries on commercial terms) under which (A) the Company or any of its Subsidiaries is granted any license, option or other right (including a covenant not to be sued or right to enforce or prosecute any patents) with respect to any Intellectual Property of a Third Party that is material to the Company and its Subsidiaries, (B) any Third Party is granted any license, option or other right (including a covenant not to be sued or right to enforce or prosecute any patents) with respect to any Intellectual Property of the Company or any of its Subsidiaries other than immaterial licenses granted in the ordinary course of business or (C) there is a covenant or other provision materially limiting the right of the Company or any of its Subsidiaries to design, develop, deliver, use, market, distribute, license out or otherwise exploit any Company Owned IP;

(v) any Contract requiring contributions of capital, capital expenditures or the acquisition or construction of fixed assets or in excess of $5,000,000 in the next twelve (12) months (excluding contributions made to the Company by its Subsidiaries);

(vi) any Government Contract that is material to the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(vii) any Contract entered into in connection with the settlement or other resolution of any Claims (A) under which the Company or any of its Subsidiaries have any continuing requirements, obligations, liabilities or restrictions that are material to the Company and its Subsidiaries, taken as a whole, or (B) that involved or would reasonably be expected to involve payment by the Company or any of its Subsidiaries of more than $1,000,000 on or after December 31, 2021;

(viii) any Contract under which the Company or any of its Subsidiaries has, directly or indirectly, made, or committed to make, any loan, capital contribution to, or other investment in, any Person (except for the Company or any of its Subsidiaries), other than (A) extensions of credit in the ordinary course of business consistent with past practice and (B) investments in marketable securities in the ordinary course of business;

(ix) any Contract not otherwise described in any other subsection of this Section 4.21(a) pursuant to which the Company or any of its Subsidiaries is obligated to pay, or entitled to receive, payments in excess of $2,500,000 in the twelve (12) month period following the date of this Agreement;

(x) any material joint venture, joint development, or legal partnership, or any strategic alliance, joint development or partnership agreement;

(xi) any collective bargaining agreement or similar agreement or Contract with a labor union, works council or similar labor organization;

(xii) any Contract relating to (x) outstanding indebtedness of the Company or the Subsidiaries of the Company, including any indenture, loan or credit agreement, or indebtedness in connection with any settlement facilities or lines of credit or (y) financial guaranty or credit support (including any Liens or security agreements), indemnification, assumption or endorsement thereof (in each case whether incurred, assumed, guaranteed or secured by any asset), in each case, in the principal amount of $2,000,000 or more, other than (A) Contracts solely among the Company, OpCo LLC and any wholly owned Subsidiary of the Company entered into in the ordinary course of business and (B) accounts receivables and payables incurred by the Company or any of its Subsidiaries in the ordinary course of business consistent with past practice, including under any settlement facility agreements;

(xiii) any Contract relating to any interest rate, foreign exchange, derivatives or hedging transaction with a notional amount equal to or greater than $2,000,000;

(xiv) any Related Party Contract;

(xv) any Contract that prohibits in any material respect the payment of dividends or distributions in respect of the capital stock or voting or equity securities of the Company or any of its Subsidiaries, or prohibits the pledging of the capital stock or voting or equity securities of the Company or any of its Subsidiaries; and

(xvi) any "material contract" (as defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC, other than those agreements and arrangements described in Item 601(b)(10)(iii) of Regulation S-K).

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Material Contract is in full force and effect and is a legal, valid and binding agreement of the Company or its Subsidiary, as the case may be, and, to the knowledge of the Company, of each other party thereto, enforceable against the Company or such Subsidiary, as the case may be, and, to the knowledge of the Company, against the other party or parties thereto, in each case, in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, none of the Company, any of its Subsidiaries or, to the knowledge of the Company, any other party thereto is in default or breach under the terms of any Material Contract and, to the knowledge of the Company, no event or condition or circumstance has occurred that, with or without notice or lapse of time or both, would constitute any event of default thereunder. Neither the Company

nor any of its Subsidiaries has received a written notice or, to the knowledge of the Company, an oral notice, that it has breached, violated or defaulted under any Material Contract.

(c) True, correct and complete copies of each Material Contract have been made available by the Company to Parent.

(d) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Company nor its Subsidiaries have, in the past five (5) years: (i) breached or violated any Applicable Law pertaining to or material provision included in any Government Contract; (ii) been suspended or debarred from bidding on Government Contracts by a Governmental Authority; (iii) been audited or investigated by any Governmental Authority with respect to any Government Contract; (iv) conducted or initiated any internal investigation or made any disclosure with respect to any alleged or potential irregularity, misstatement or omission arising under or relating to a Government Contract; (v) received from any Governmental Authority or any other Person any written notice of breach, cure, show cause or default with respect to any Government Contract; or (vi) had any Government Contract terminated by any Governmental Authority or any other Person for material default or failure to perform. To the knowledge of the Company, there are no outstanding or unsettled allegations of fraud, false claims or overpayments nor any investigations or audits by any Governmental Authority with regard to any of the Company's or its Subsidiaries' Government Contracts.

Section 4.22. Data Protection.

(a) Except as would not reasonably be expected to result in liability that is material to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries are in compliance with all of its and their privacy policies, all applicable Data Protection Laws and all Contracts to the extent such Contracts relate to the collection, storage, transmission, transfer (including cross-border transfers), disclosure and use of Personal Data (collectively, "**Data Protection Requirements**"). The Company and its Subsidiaries have used commercially reasonable measures, consistent with accepted industry practices, designed to ensure the confidentiality, privacy and security of Personal Data.

(b) Since January 1, 2019, to the knowledge of the Company, no third party has gained unauthorized access to or misused any Personal Data or any computers, software servers, networks or other information technology assets ("**IT Assets**") used in the operation of the business of the Company or any of its Subsidiaries, in each case in a manner that has resulted or is reasonably likely to result in either (i) liability, cost or disruption to the business of the Company and its Subsidiaries that would be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, or (ii) a duty to notify any person except as would not reasonably be expected, individually or in the aggregate, to result in liability that is material to the Company and its Subsidiaries, taken as a whole. The Company and its Subsidiaries have taken commercially reasonable steps and implemented commercially reasonable safeguards, consistent with accepted industry practices and Data Protection Requirements, designed to protect their products, services and IT Assets from unauthorized access and free from any disabling codes or instructions, spyware, trojan horses, worms, viruses, or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of software, data or other materials ("**Malicious Code**"). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the IT Assets used by the Company or any of its Subsidiaries are (A) free from Malicious Code, (B) have not, since January 1, 2019, experienced any material failure or malfunction, (C) operate and perform in all material respects in accordance with their documentation and functional specifications and (D) are sufficient for the current and currently anticipated needs of the business of the Company and its Subsidiaries. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company complies with, and is not in breach or default of, its obligations and use restrictions with respect to third-party software.

Section 4.23. Finders' Fee. Except for Citigroup Global Markets Inc. as set forth in Section 4.23 of the Company Disclosure Letter, there is no investment banker, broker, finder or other intermediary that has been

retained by or is authorized to act on behalf of the Company or any of its Subsidiaries who is entitled to any fee or commission from the Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement.

Section 4.24. Opinion of Financial Advisor. The Company has received the opinion of Citigroup Global Markets Inc., financial advisor to the Company, to the effect that, as of the date of this Agreement, the Merger Consideration to be received by the holders of shares of Company Stock in the Merger is fair, from a financial point of view, to such holders (other than Parent and its Affiliates). A signed copy of such opinion will be made available to Parent for information purposes only promptly following the date of this Agreement.

Section 4.25. Antitakeover Provisions. Assuming the accuracy of the representation in the last sentence of Section 5.09, the restrictions on business combinations set forth in Section 203 of Delaware Law and the Company Charter, the Company Bylaws, the OpCo LLC Agreement and any other organizational documents of OpCo LLC, if any, are not applicable to this Agreement, the Merger and the transactions contemplated hereby. Assuming the accuracy of the representation in the last sentence of Section 5.09, no other state takeover statute or similar statute or regulation applies to or purports to apply to this Agreement, the Merger or the other transactions contemplated hereby.

Section 4.26. Trade Laws. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and each of its Subsidiaries is, and at all times since December 31, 2020 has been, in compliance with all applicable Trade Laws, and there are no material pending or, to the knowledge of the Company, threatened unresolved Claims concerning any liability of the Company with respect to any false statement or omission made by the Company in violation of any applicable Trade Laws or any applicable export licenses.

Section 4.27. Related Party Transactions. As of the date of this Agreement, there are no Contracts, transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between the Company or any of its Subsidiaries, on the one hand, and (a) any current or former director or "executive officer" (as defined in Rule 3b-7 under the 1934 Act) of the Company or any of its Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the 1934 Act) five percent (5%) or more of the outstanding Company Common Stock or Common Units (or any of such person's immediate family members or Affiliates) (other than Subsidiaries of the Company), (b) Blueapple or any of its Affiliates or (c) the MDP Entities or any of their Affiliates, on the other hand, of the type required to be reported in any Company Report pursuant to Item 404 of Regulation S-K promulgated under the 1934 Act (collectively, "**Related Party Contracts**").

ARTICLE 5
Representations and Warranties of Parent and Merger Subsidiary

Parent and Merger Subsidiary jointly and severally represent and warrant to the Company that:

Section 5.01. Corporate Existence and Power.

(a) Each of Parent and Merger Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) Each of Parent and Merger Subsidiary has all corporate powers and all Permits required to carry on its business as currently conducted, except for those Permits the absence of which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since the date of its incorporation,

Merger Subsidiary has not engaged in any activities other than in connection with or as contemplated by this Agreement. Parent owns beneficially and of record all of the outstanding capital stock of Merger Subsidiary.

Section 5.02. Corporate Authorization. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement and the consummation by Parent and Merger Subsidiary of the transactions contemplated hereby are within the corporate powers of Parent and Merger Subsidiary and have been duly authorized by all necessary corporate action (in each case, other than the approval of Parent, as the sole stockholder of Merger Subsidiary). Other than the approval of Parent, as the sole stockholder of Merger Subsidiary, no other corporate proceedings on the part of Parent or Merger Subsidiary are necessary to authorize this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Parent and Merger Subsidiary and, assuming due authorization, execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of each of Parent and Merger Subsidiary, enforceable against each of Parent and Merger Subsidiary in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

Section 5.03. Governmental Authorization. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement and the consummation by Parent and Merger Subsidiary of the transactions contemplated hereby require no Permit or other action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the Certificate of Merger with respect to the Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which Parent is qualified to do business, (b) compliance with any applicable requirements of the HSR Act and other applicable Regulatory Laws, (c) compliance with any applicable requirements of the 1933 Act, the 1934 Act and any other state or federal securities laws, (d) compliance with any applicable rules of the New York Stock Exchange, (e) the applications, filings, consents and notices, as applicable, set forth on Section 4.03 of the Company Disclosure Letter and (f) any Permit or other actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.04. Non-contravention. The execution, delivery and performance by Parent and Merger Subsidiary of this Agreement, as applicable, and the consummation by Parent and Merger Subsidiary of the transactions contemplated hereby, including the Merger, do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificates of incorporation or bylaws of Parent or Merger Subsidiary, (b) assuming compliance with the matters referred to in Section 5.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (c) assuming compliance with the matters referred to in Section 5.03, require any Permits, consent or other action by any Person under, or constitute a default, or an event that, with or without notice or lapse of time, or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Parent or any of its Subsidiaries is entitled under any provision of any Permit, Contract or other instrument binding upon Parent or any of its Subsidiaries or any license, franchise, permit, certificate, approval or other similar authorization by which any asset of Parent or any of its Subsidiaries is bound, or (d) result in the creation or imposition of any Lien (other than Permitted Liens) on any asset of Parent or any of its Subsidiaries, except, in the case of each of clauses (b) through (d), as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.05. Disclosure Documents. The information supplied by Parent or Merger Subsidiary for inclusion in the Proxy Statement shall not, on the date the Proxy Statement, and any amendments or supplements thereto, is filed or first mailed to the stockholders of the Company or at the time of the Company Stockholder Approval, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 5.05 shall not apply to statements or omissions included or incorporated by reference in the Proxy Statement based upon information supplied by the Company or any of its Representatives for use or incorporation by reference therein.

Section 5.06. Financing. The obligations of Parent and Merger Subsidiary under this Agreement are not subject to any conditions regarding Parent's, Merger Subsidiary's or any other Person's ability to obtain financing for the transactions contemplated herein. Parent and Merger Subsidiary have as of the date hereof and will have as of the Closing, sufficient cash or undrawn financing commitments to pay any and all amounts required to be paid by Parent and Merger Subsidiary as of the Closing in connection with the Merger and the transactions contemplated by this Agreement, including payment of (a) the aggregate Merger Consideration pursuant to Section 2.02(a)(i), (b) all amounts payable pursuant to the Blueapple Sale Agreement and the TRA Amendment, (c) the payments contemplated by Section 2.05, (d) the Payoff Amount, and (e) Parent's and Merger Subsidiary's costs and expenses, in each case on the terms and conditions contained in this Agreement.

Section 5.07. Certain Arrangements. As of the date of this Agreement, except for the Voting and Support Agreements and the other Transaction Documents, there are no Contracts or commitments to enter into Contracts (a) between Parent, Merger Subsidiary or any of their Affiliates, on the one hand, and any director, officer or employee of the Company or any of its Subsidiaries, on the other hand, (b) pursuant to which any stockholder of the Company would be entitled to receive consideration for such holder's shares of Company Stock of a different amount or nature than the Merger Consideration, (c) pursuant to which any unitholder of OpCo LLC would be entitled to receive consideration for its units or (d) pursuant to which any stockholder of the Company agrees to vote to adopt this Agreement or agrees to vote against any Superior Proposal.

Section 5.08. Litigation. There are no Claims pending or, to the knowledge of Parent and Merger Subsidiary, threatened against Parent or Merger Subsidiary or any of their respective Affiliates, other than any such action that would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Neither Parent nor Merger Subsidiary is subject to any Order that is in effect and would have a Parent Material Adverse Effect.

Section 5.09. Ownership of Company Securities. To the knowledge of Parent, Parent and its Subsidiaries do not "beneficially own" (within the meaning of Regulation 13D promulgated under the 1934 Act) any shares of Company Stock, Company Securities or other securities of the Company or any options, warrants or other rights to acquire Company Stock, Company Securities or other securities of, or any other economic interest (through derivative securities or otherwise) in, the Company. Neither Parent nor Merger Subsidiary is, or during the last three (3) years has been, an "interested stockholder" of the Company (as such term is defined in Section 203 of Delaware Law and as such term is defined in the Company Charter).

Section 5.10. No Vote of Parent Stockholders. No vote of the stockholders of Parent or the holders of any other securities of Parent (equity or otherwise) is required by any Applicable Law, the certificate of incorporation or bylaws or other equivalent organizational documents of Parent or the applicable rules of any exchange on which securities of Parent are traded, in order for Parent to consummate the transactions contemplated hereby.

Section 5.11. Operations of Merger Subsidiary. Merger Subsidiary has been formed solely for the purpose of engaging in the Merger, and, prior to the Effective Time, Merger Subsidiary will not have engaged in any other business activities and will not have incurred any liabilities or obligations other than as contemplated by this Agreement and those incident to Merger Subsidiary's formation. Parent owns beneficially and of record all of the outstanding capital stock, and other equity and voting interest in, Merger Subsidiary free and clear of all liens, except for transfer restrictions of general applicability as may be provided under or applicable securities laws.

Section 5.12. Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Parent, Merger Subsidiary or any of their respective Subsidiaries who is entitled to any fee or commission for which the Company would be responsible in connection with the transactions contemplated by this Agreement.

ARTICLE 6
Covenants of the Company

Section 6.01. Conduct of the Company. Except for matters set forth in Section 6.01 of the Company Disclosure Letter, for any COVID-19 Response (the "**COVID-19 Company Exception**"), as expressly contemplated by this Agreement (including pursuant to the TRA Amendment, the Blueapple Sale Agreement, or any Voting and Support Agreement), as required by Applicable Law (including any COVID-19 Measures) or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), from and after the date of this Agreement and prior to the Effective Time, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course consistent with past practice in all material respects and use reasonable best efforts to (a) preserve intact its present business organization in all material respects, (b) keep available the services of its directors, officers and key service providers (including employees and contractors), and (c) maintain satisfactory relationships with its customers, lenders, suppliers, bank sponsors, Card Schemes, Governmental Authorities and others having material business relationships with it; provided that no action by the Company or any of its Subsidiaries with respect to matters specifically permitted by the following subsections of Section 6.01 shall be deemed to be a breach of this sentence of Section 6.01 unless such action would constitute a breach of such subsections. Without limiting the generality of the foregoing, except for matters set forth in Section 6.01 of the Company Disclosure Letter, as expressly contemplated by this Agreement (including pursuant to the TRA Amendment, the Blueapple Sale Agreement, or any Voting and Support Agreement), as required by Applicable Law (including COVID-19 Measures) or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), between the date of this Agreement and the Effective Time, the Company shall not, nor shall it permit any of its Subsidiaries to:

(a) (i) amend or modify the Company Charter or Company Bylaws, (ii) amend or modify the OpCo LLC Agreement or any other organizational documents of OpCo LLC, or (iii) materially amend or modify the comparable organizational documents of any other Subsidiary of the Company;

(b) (i) split, combine, adjust, subdivide, or reclassify any shares of its capital stock or other equity or voting securities, (ii) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, or enter into any agreement with respect to the voting of, any capital stock or other equity or voting securities of the Company or any of its Subsidiaries, other than (A) dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent or the Company or the payment of cash in lieu of issuing fractions of a share of Class A Common Stock upon the conversion of the Series A Convertible Preferred Stock, or (B) tax distributions in the ordinary course of business as required pursuant to Section 4.01(b) of the OpCo LLC Agreement, or (iii) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any Company Securities or any Company Subsidiary Securities, other than (x) the withholding of shares of Company Stock to satisfy Tax obligations with respect to awards granted pursuant to the Company Stock Plans in each case, in accordance with their terms as in effect on the date of this Agreement or (y) as required pursuant to the terms of the Exchange Agreement or the OpCo LLC Agreement;

(c) (i) issue, deliver, sell, grant, pledge, transfer, subject to any Lien (other than Permitted Liens) or otherwise encumber or dispose of any Company Securities or Company Subsidiary Securities, other than the issuance of (A) any shares of Company Stock upon the exercise or settlement of any Company Equity Awards in accordance with their terms as in effect on the date of this Agreement, (B) any shares of Company Stock issuable as required pursuant to the terms of the Exchange Agreement or the OpCo LLC Agreement or upon conversion of the Series A Convertible Preferred Stock in accordance with its terms, and (C) any Company Subsidiary Securities to the Company or any other wholly owned Subsidiary of the Company, or (ii) amend any term of any Company Security or any Company Subsidiary Security;

(d) incur any capital expenditures or any obligations or liabilities in respect thereof, except as set forth in Section 6.01(d) of the Company Disclosure Letter;

(e) adopt a plan or agreement of, or resolutions providing for or authorizing, complete or partial liquidation, dissolution, restructuring, merger, consolidation, recapitalization or other reorganization, each with respect to the Company or any of its Subsidiaries;

(f) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any Person or any equity interest in such Person, if the aggregate amount of consideration paid or transferred by the Company and its Subsidiaries would exceed $2,500,000 individually or $5,000,000 in the aggregate, other than the acquisition of any Common Units pursuant to the terms of the Exchange Agreement or the OpCo LLC Agreement;

(g) sell, lease, transfer, license, assign, abandon or otherwise dispose of or create a Lien (other than Permitted Liens) on any asset having a value in excess of $1,000,000 individually or $5,000,000 in the aggregate, other than (i) transactions among the Company or OpCo LLC and their wholly owned Subsidiaries or solely among the Company's wholly owned Subsidiaries or (ii) nonexclusive licenses with respect to trademarks and software in the ordinary course of business consistent with past practice;

(h) (x) create, incur, assume, guarantee, endorse, secure, suffer to exist or otherwise become liable or responsible for any indebtedness for borrowed money or issue any debt securities or guarantees of the same for any other indebtedness, except for (i) borrowings in the ordinary course of business consistent with past practice under the Credit Agreement not in excess of $50,000,000, (ii) guarantees or credit support provided by the Company, OpCo LLC or any of its or their wholly owned Subsidiaries of the obligations of the Company, OpCo LLC or any of its or their wholly owned Subsidiaries in the ordinary course of business consistent with past practice to the extent such indebtedness is in existence on the date of this Agreement or incurred in compliance with clause (i) of this Section 6.01(h)(x), (iii) any indebtedness solely among the Company or OpCo LLC and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, (iv) borrowings under settlement facilities existing on the date of this Agreement up to the amount committed thereunder on the date hereof and related obligations and guarantees (or any amendment or replacement thereof, in each case, so long as the amount of borrowings under such amended or replaced facility or program is not greater than the committed amount of such facility or program on the date of this Agreement), or (v) swap, forward rate, foreign exchange, hedge, interest rate option or similar transactions (A) entered into in the ordinary course of business and in compliance with its risk management and hedging policies or practices in effect on the date of this Agreement and (B) not entered into for speculative purposes, or (y) amend, supplement or otherwise modify the Credit Agreement or any settlement facilities in any manner that would increase the cost to Parent (except as expressly contemplated by clause (iv) of this Section 6.01(h)), or otherwise impede the ability of Parent, to effectuate the Payoff and Release;

(i) (i) enter into any Contract that would, if entered into prior to the date of this Agreement, be a Material Contract, (ii) materially modify, materially amend or terminate any Material Contract, or (iii) waive, release, terminate, amend, renew or assign any material rights or claims of the Company or any of its Subsidiaries under any Material Contract, other than renewals of expiring Contracts in the ordinary course of business on substantially similar terms;

(j) except as required under the terms of any collective bargaining agreement or agreement with a works council or any Employee Plan as in effect on the date hereof, (i) increase or agree or commit to increase the compensation or employee benefits payable or to become payable to any current or former employee, director or individual independent contractor of the Company or any of its Subsidiaries, (ii) pay, grant, award, accelerate, modify the period of exercisability or vesting of or otherwise deviate from the terms provided in the applicable award agreement with respect to the vesting, payment, settlement or exercisability of (or commit to pay, grant, award, accelerate or modify the period of exercisability or vesting of or otherwise deviate from the terms provided in the applicable award agreement with respect to the vesting, payment, settlement or exercisability of), any Company Equity Awards or other equity compensation awards, bonuses or incentive awards, (iii) establish, adopt, enter into or amend any collective bargaining agreement, or any other contract or work rule or practice

with any labor union, labor organization or works council, or recognize any union, works council or other labor organization as a representative of any employee of the Company or its Subsidiaries, (iv) hire, appoint, engage, promote or terminate (other than for cause) any employee or individual independent contractor whose annualized base compensation is or would be greater than $250,000, (v) establish, adopt, enter into, amend or terminate any Employee Plan or any plan, contract, policy or program that would be an Employee Plan if in effect as of the date hereof, (vi) grant any severance or termination pay to, or enter into any severance agreement with, any of the Company's or any of its Subsidiaries' directors, officers, employees or individual independent contractors, (vii) fund any rabbi trust or similar arrangement, (viii) loan or advance any money or other property to any current or former employee or other service provider of the Company or its Subsidiaries (except advancement of expenses required by the Company Charter, Company Bylaws, organizational documents of any Subsidiary of the Company or any indemnification agreement between an Indemnified Person and the Company or any of its Subsidiaries to the extent set forth on Section 7.02(a) of the Company Disclosure Letter, and except under any tax-qualified retirement plan of the Company that permits employee account balance loans, in each case, in the ordinary course of business consistent with past practice), or (ix) change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP;

(k) settle any Claim, except involving solely monetary remedies in an amount and for consideration paid by the Company or any of its Subsidiaries, in respect of any Claim or series of related Claims, not in excess of $1,000,000 individually or $2,500,000 in the aggregate and that would not impose any material restriction on or create any adverse precedent that would be material to the business of Parent or any of its Subsidiaries (including the Surviving Corporation) after the Closing or otherwise involve any admission of wrongdoing by the Company or its Subsidiaries;

(l) make any material change in any financial accounting principles, methods or practices (including any Tax accounting policies or procedures) or any of its methods of reporting income, deductions or other material items for financial or Tax accounting purposes, in each case, except for any such change required by GAAP or Applicable Law, including Regulation S-X under the 1934 Act;

(m) voluntarily terminate, cancel, amend or modify any material insurance coverage policy maintained by the Company or any of its Subsidiaries that is not concurrently replaced by a comparable amount of insurance coverage, other than renewals in the ordinary course of business consistent with past practice;

(n) make, change or revoke any material Tax election, change any annual Tax accounting period, adopt or change any method of material Tax accounting, amend or refile any material Tax Return, enter into any closing agreement, settle or compromise any Tax Claim or assessment, surrender any right to claim a material refund of Taxes, request any material ruling from any Governmental Authority with respect to Taxes or, other than in the ordinary course of business, consent to any extension or waiver of the statutory period of limitations applicable to any Claim or assessment in respect of Taxes;

(o) implement or announce any permanent plant closings or permanent facility shut down that would implicate the WARN Act;

(p) amend, modify, terminate or make any agreement pursuant to the Tax Receivable Agreement (other than as contemplated by the TRA Amendment), the OpCo LLC Agreement, the Exchange Agreement or the Blueapple Sale Agreement;

(q) enter into any material new line of business unrelated to the payment processing industry or discontinue any existing line of business; or

(r) agree, authorize or commit to do any of the foregoing.

If the Company or any of its Subsidiaries intends to rely upon the COVID-19 Company Exception, the Company shall use its reasonable best efforts to provide advance notice to, and consult in good faith with, Parent with respect to such proposed COVID-19 Response in advance of taking such COVID-19 Response; provided, that, if advance notice is not possible the Company shall notify Parent of such COVID-19 Response as promptly as practicable and consider the reasonable requests of Parent with respect to such COVID-19 Response.

Section 6.02. Company Stockholder Meeting.

(a) The Company shall cause a meeting of its stockholders (the "**Company Stockholder Meeting**") to be duly called, noticed, convened and held as soon as reasonably practicable following clearance of the Proxy Statement by the SEC for the purpose of voting on the adoption of this Agreement. Notwithstanding the immediately preceding sentence, the Company may adjourn or postpone the Company Stockholder Meeting (i) after consultation with Parent, to the extent necessary to ensure that any required supplement or amendment to the Proxy Statement (which the Company Board has determined in good faith (after consultation with its outside legal counsel) is necessary under Applicable Law) is provided to the Company's stockholders within a reasonable amount of time in advance of the Company Stockholder Meeting, (ii) as otherwise required by Applicable Law, or (iii) if as of the time for which the Company Stockholder Meeting is scheduled as set forth in the Proxy Statement, there are insufficient shares of Company Stock represented (in person or by proxy) to obtain Company Stockholder Approval (and in the circumstances described in this clause (iii) the Company shall adjourn or postpone the Company Stockholder Meeting if requested by Parent); provided, that the Company Stockholder Meeting shall not be adjourned or postponed (x) more than twice by the Company pursuant to the foregoing, (y) to a date that is more than thirty (30) days after the date for which the Company Stockholder Meeting was previously scheduled or rescheduled or (z) to a date on or after three (3) Business Days prior to the End Date. At the Company Stockholder Meeting, the Company shall submit a proposal to obtain the Company Stockholder Approval to the Company's stockholders and shall not submit any other proposals to its stockholders (other than an advisory vote regarding merger-related compensation and a customary proposal regarding adjournment or postponement in accordance with the immediately preceding sentence).

(b) Unless there has been an Adverse Recommendation Change in accordance with Section 6.03, the Company Board shall (i) recommend adoption of this Agreement by the Company's stockholders and (ii) use its reasonable best efforts to obtain the Company Stockholder Approval. The Company shall comply with Applicable Law with respect to such meeting. The Company shall keep Parent informed with respect to proxy solicitation results as reasonably requested by Parent. Notwithstanding any Adverse Recommendation Change, unless this Agreement has been terminated pursuant to Section 10.01, the Company shall duly call, give notice of, convene and hold the Company Stockholder Meeting, mail the Proxy Statement (in accordance with Section 8.02), and submit this Agreement to the Company's stockholders to obtain the Company Stockholder Approval at the Company Stockholder Meeting and shall not submit any Acquisition Proposal for approval by the Company's stockholders.

Section 6.03. No Solicitation.

(a) From the date of this Agreement until the earlier of the Effective Time and termination of this Agreement, except as otherwise set forth in this Section 6.03, the Company shall not, and shall cause its Subsidiaries and its and its Subsidiaries' directors, officers, and employees not to, and shall direct and use reasonable best efforts to cause the other Representatives of the Company and its Subsidiaries not to, directly or indirectly, (i) solicit, initiate, propose or take any action to knowingly assist, knowingly facilitate or knowingly encourage any inquiries, discussions or requests with respect to or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal (an "**Inquiry**") or the submission of any Acquisition Proposal, (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding an Acquisition Proposal or Inquiry, furnish or provide access to any nonpublic information relating to the Company or any of its Subsidiaries or the business, properties, assets, books or records of the Company or any of its Subsidiaries to, or otherwise knowingly assist, knowingly facilitate or knowingly encourage any effort

by, any Third Party in connection with or that the Company knows, or would reasonably be expected to know, is seeking to make, or has made, an Inquiry or Acquisition Proposal, (iii) (A) (1) fail to make, (2) withdraw or withhold or (3) qualify, amend or modify in any manner adverse to Parent, the Company Board Recommendation, (B) fail to include the Company Board Recommendation in the Proxy Statement, (C) recommend, endorse, adopt or approve or otherwise declare advisable or publicly propose to recommend, endorse, adopt or approve or otherwise declare advisable any Acquisition Proposal, (D) if an Acquisition Proposal has been publicly disclosed, fail to publicly and without qualification recommend against any such Acquisition Proposal within ten (10) Business Days (or such fewer number of days as remains prior to the Company Stockholder Meeting as of the public disclosure of such Acquisition Proposal) after the public disclosure of such Acquisition Proposal (or subsequently withdraw, withhold, amend, modify or qualify, in a manner adverse to Parent, such rejection of such Acquisition Proposal) and reaffirm the Company Board Recommendation within such ten (10) Business Day period (or, if earlier, by the second (2nd) Business Day prior to the then-scheduled Company Stockholder Meeting), (E) fail to publicly and without qualification reaffirm the Company Board Recommendation within ten (10) Business Days after any request by Parent to do so (or, if earlier, by the second (2nd) Business Day prior to the then-scheduled Company Stockholder Meeting) (provided, that Parent may make such request only twice with respect to any given Acquisition Proposal unless such Acquisition Proposal is subsequently amended, modified or adjusted in any material respect, in which case Parent may make such request once each time such amendment, modification or adjustment is made), or (F) publicly propose to do, or resolve or agree to do, any of the foregoing, (any of the foregoing in this clause (iii), an "**Adverse Recommendation Change**"), (iv) take any action to make any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transactions" or "business combination statute or regulation" or other similar anti-takeover laws and regulations under Delaware Law or the Company Charter, inapplicable to any Third Party (other than Parent or Merger Subsidiary) or any Acquisition Proposal; (v) enter into any letter of intent, memorandum of understanding, agreement (including an acquisition agreement, merger agreement, option agreement, expense reimbursement agreement, joint venture agreement or other similar agreement), legally binding commitment or agreement in principle with respect to any Acquisition Proposal (other than an Acceptable Confidentiality Agreement entered into in accordance with Section 6.03(b), a "**Company Acquisition Agreement**"), or (vi) authorize, commit, agree or publicly propose to do any of the foregoing. The Company shall enforce, and not waive, terminate or modify any confidentiality, standstill or similar provision in any Contract; provided, that, if the Company Board determines in good faith after consultation with the Company's outside legal counsel that the failure to waive a particular standstill provision in response to a request from a Person party to such standstill would be inconsistent with the directors' fiduciary duties under Applicable Law, the Company may, with prior written notice to Parent, waive such standstill solely to the extent necessary to permit the applicable Person (provided the Company has complied with this Section 6.03) to make, on a confidential basis to the Company Board, an Acquisition Proposal, conditioned upon such Person agreeing to disclosure of such Acquisition Proposal to Parent, in each case as contemplated by this Section 6.03.

(b) Notwithstanding Section 6.03(a) to the contrary, if at any time prior to obtaining the Company Stockholder Approval, the Company Board receives an unsolicited bona fide written Acquisition Proposal made after the date of this Agreement which has not resulted from a material breach of this Section 6.03, the Company Board may, prior to obtaining the Company Stockholder Approval and, subject to compliance with this Section 6.03(b), Section 6.03(c) and Section 6.03(e), (i) engage in negotiations or discussions with any Third Party and its Representatives that has made such Acquisition Proposal if the Company Board determines in good faith, after consultation with the Company's outside legal counsel and financial advisors, that such Acquisition Proposal constitutes or would reasonably be expected to result in a Superior Proposal, (ii) thereafter furnish to such Third Party and its Representatives and financing sources nonpublic information relating to the Company or any of its Subsidiaries pursuant to an Acceptable Confidentiality Agreement (provided that a copy of each such Acceptable Confidentiality Agreement shall be provided to Parent within twenty-four (24) hours of execution of such Acceptable Confidentiality Agreement), and (iii) subject to Section 6.03(e), (A) make an Adverse Recommendation Change in response to a Superior Proposal, and/or (B) terminate this Agreement in accordance with Section 10.01(d)(i) in order to cause the Company or its Subsidiaries to enter into a definitive merger or purchase agreement with respect to a Superior Proposal, but in each case referred to in the foregoing clauses

(i) through (iii) only if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with the directors' fiduciary duties under Applicable Law.

(c) In addition to the requirements set forth in Section 6.03(b), the Company Board shall not take any of the actions referred to in clauses (i) through (iii) of Section 6.03(b), other than interacting with the Person who made such Acquisition Proposal and its Representatives solely to clarify the terms and conditions thereof and notify such Person that the provisions of this Section 6.03 prohibit discussions or negotiations, unless the Company shall have first delivered to Parent written notice advising Parent that the Company intends to take such action. In addition, the Company shall notify Parent promptly (but in no event later than forty-eight (48) hours) after receipt by the Company (or any of its Representatives) of (i) any Inquiry or Acquisition Proposal made after the date of this Agreement or (ii) any written request made after the date of this Agreement for information relating to the Company or any of its Subsidiaries or for access to the business, properties, assets, books or records of the Company or any of its Subsidiaries by any Third Party in connection with or that, to the knowledge of the Company or any member of the Company Board, is considering making, or is reasonably likely to make after the date hereof, an Acquisition Proposal. Such notice shall be provided in writing and shall identify the relevant Third Party and, shall provide to the extent known or available, a summary of the material terms and conditions of, any such Acquisition Proposal or Inquiry (including any material changes or proposed changes thereto), any written requests made (or, if oral, the nature of the information requested) pursuant to such Acquisition Proposal or Inquiry, and unredacted copies of all proposals or offers, including proposed agreements received by the Company relating to such Acquisition Proposal or Inquiry; provided, that with respect to any debt commitment letter delivered in connection herewith, applicable fee letters may be provided in the same redacted form if such letters are received by the Company in such redacted form. The Company shall keep Parent reasonably informed, on a reasonably prompt and timely basis, of the status and details of any such Acquisition Proposal or Inquiry (including any material changes or proposed changes thereto). Without limiting the foregoing, the Company and its Subsidiaries shall provide Parent any nonpublic information or data that is furnished or provided to any Person or its Representatives that was not previously made available to Parent or Merger Subsidiary prior to or promptly (and in any event within twenty-four (24) hours) following the time it is provided to such Person or its Representatives.

(d) Notwithstanding anything to the contrary set forth in this Agreement, prior to obtaining the Company Stockholder Approval, the Company Board may, in response to an Intervening Event, make an Adverse Recommendation Change (only of the type contemplated by clauses (A), (B) and (E) of Section 6.03(a)(iii)), if the Company Board determines in good faith, after consultation with the Company's outside legal counsel that the failure of the Company Board to take such action would reasonably be expected to be inconsistent with the directors' fiduciary duties under Applicable Law; provided, however, that the Company Board shall not be entitled to effect such an Adverse Recommendation Change until (i) the Company shall have given Parent four (4) Business Days' prior written notice of its intention to effect such an Adverse Recommendation Change and specifying the reasons therefor, which notice shall include a description of the applicable Intervening Event (it being understood that this notice itself shall not constitute an Adverse Recommendation Change for purposes of this Agreement unless an Adverse Recommendation Change has otherwise occurred), (ii) during the four (4) Business Day period following the date on which such notice is sent, the Company shall and shall cause its Representatives to, if requested by Parent, negotiate in good faith with Parent regarding any proposal by Parent to amend, modify or make adjustments to the terms and conditions of this Agreement and (iii) following the end of such four (4) Business Day period, the Company Board, after consultation with the Company's outside legal counsel and financial advisors and taking into account any amendments, modifications or adjustments to the terms and conditions of this Agreement proposed in a written offer by Parent, determines in good faith that the failure of the Company Board to make such an Adverse Recommendation Change still would reasonably be expected to be inconsistent with the directors' fiduciary duties under Applicable Law, it being understood that any material change to the facts and circumstances giving rise to an Intervening Event shall require a new notice to Parent as provided above, but the notice and negotiation period shall be two (2) Business Days (as opposed to four (4) Business Days). After delivery of any written notice pursuant to this Section 6.03(d) and until the

termination of this Agreement in accordance with its terms, the Company shall promptly (and in any event within twenty-four (24) hours of any material development) keep Parent informed of all material developments affecting any such Intervening Event or Adverse Recommendation Change. Notwithstanding anything to the contrary herein, neither the Company nor any of its Subsidiaries shall enter into any Company Acquisition Agreement unless this Agreement has been validly terminated in accordance with Section 10.01(d)(i).

(e) Notwithstanding anything to the contrary set forth in this Agreement, the Company Board shall not make an Adverse Recommendation Change and/or effect a termination of this Agreement involving or relating to a Superior Proposal unless the Company has complied with this Section 6.03 and receives an unsolicited bona fide written Acquisition Proposal made after the date of this Agreement which has not resulted from a material breach of this Section 6.03, and the Company Board determines in good faith, after consultation with the Company's outside legal counsel and financial advisors, constitutes a Superior Proposal and that the failure of the Company Board to take such action would reasonably be expected to be inconsistent with the directors' fiduciary duties under Applicable Law, and: (i) the Company promptly notifies Parent, in writing four (4) Business Days before making an Adverse Recommendation Change and/or effecting a termination of this Agreement to enter into a definitive merger or purchase agreement with respect to such Superior Proposal (it being understood that this notice in and of itself shall not constitute an Adverse Recommendation Change for purposes of this Agreement unless an Adverse Recommendation Change has otherwise occurred), that the Company intends to take such action, which notice attaches an unredacted copy of the most current version of any proposed Company Acquisition Agreement and other relevant agreements (provided, that with respect to any debt commitment letter delivered in connection herewith, applicable fee letters may be provided in the same redacted form if such letters are received by the Company in such redacted form) and a reasonably detailed summary of all material terms of such Superior Proposal and the identity of the Third Party making such Superior Proposal, (ii) if requested by Parent, during such four (4) Business Day period, the Company and its Representatives have discussed and negotiated in good faith with Parent regarding any proposal by Parent to amend, modify or make adjustments to the terms of this Agreement in a written offer by Parent in response to such Superior Proposal and (iii) after such four (4) Business Day period, the Company Board, after discussions with the Company's outside legal counsel and financial advisors and taking into account any amendments, modifications or adjustments to the terms and conditions of this Agreement proposed in a written offer by Parent, determines in good faith that such Acquisition Proposal continues to constitute a Superior Proposal and that the failure of the Company Board to make an Adverse Recommendation Change and/or effect a termination of this Agreement to enter into a definitive merger or purchase agreement with respect to such Superior Proposal still would reasonably be expected to be inconsistent with the directors' fiduciary duties under Applicable Law; provided, however, that any material revision to any Acquisition Proposal shall require a new written notice to be provided in accordance with clause (i) and the Company shall be required to comply again with the requirements of this Section 6.03(e); provided, further, that the notice and negotiation period set forth in clause (i) shall be two (2) Business Days (as opposed to four (4) Business Days). After delivery of any written notice pursuant to this Section 6.03(e) and until the termination of this Agreement in accordance with its terms, the Company shall promptly (and in any event within twenty-four (24) hours of any material development) keep Parent informed of all material developments affecting the terms of any such Superior Proposal.

(f) The Company and its Subsidiaries shall, and shall cause its and their Representatives to, cease immediately and cause to be terminated any and all existing activities, solicitations, discussions or negotiations, if any, with any Third Party conducted prior to the date of this Agreement with respect to any Acquisition Proposal or Inquiry. The Company also agrees that it will promptly request each Third Party that has executed a confidentiality agreement prior to the date hereof in connection with its consideration of acquiring the Company or any of its Subsidiaries to return or destroy (as provided in the terms of such confidentiality agreement) all confidential information furnished to such Third Party prior to the date hereof by or on behalf of it or any of its Subsidiaries.

(g) Nothing contained in this Section 6.03 shall prohibit the Company or the Company Board from (i) taking and disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a) or Rule

14d-9 promulgated under the 1934 Act or (ii) making any "stop, look and listen" communication to the stockholders of the Company pursuant to Rule 14d-9(f) under the 1934 Act or other similar communication to stockholders of the Company in response to an Acquisition Proposal that is not a tender offer, so long as any such disclosure (y) includes an express reaffirmation of the Company Board Recommendation, without any amendment, withdrawal, alteration, modification or qualification thereof and (z) does not include any statement that constitutes, and does not otherwise constitute, an Adverse Recommendation Change; provided, however, that this Section 6.03(g) shall not be deemed to permit the Company Board to make an Adverse Recommendation Change other than in accordance with Section 6.03(d) and Section 6.03(e).

Section 6.04. Access to Information.

(a) From the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms, and subject to Applicable Law and the Confidentiality Agreement, the Company shall, and shall cause each of its Subsidiaries to, for the purposes of furthering or preparing for the Merger and the other transactions contemplated hereby or integration planning relating thereto, (i) give to Parent, its counsel, financial advisors, auditors and other authorized Representatives reasonable access during normal business hours to the employees, offices (subject to any COVID-19 Measures), properties, books and records of the Company and its Subsidiaries, (ii) furnish reasonably promptly to Parent, its counsel, financial advisors, auditors and other authorized Representatives all information (financial or otherwise) as such Persons may reasonably request concerning the Company's and its Subsidiaries' business, properties, Contracts and personnel, and (iii) instruct its employees, counsel, financial advisors, auditors and other authorized Representatives to reasonably cooperate with Parent in connection with the foregoing. Investigational activities pursuant to this Section 6.04 shall be conducted in such manner as not to unreasonably interfere with the conduct of the business of the Company or its Subsidiaries, and shall not include the collection or analysis of any environmental samples. No information or knowledge obtained in any review or investigation pursuant to this Section 6.04 shall affect or be deemed to modify any representation or warranty made by the Company or Parent pursuant to this Agreement.

(b) Notwithstanding the foregoing in this Section 6.04, the Company may, as it deems advisable and necessary, reasonably designate any competitively sensitive material provided under this Section 6.04 as "Outside Counsel Only Material." Outside Counsel Only Material and the information contained therein shall be given only to the outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, directors, or other Representatives of the recipient unless express permission is obtained in advance from the Company or its legal counsel. Notwithstanding anything to the contrary contained in this Section 6.04, materials provided pursuant to this Section 6.04 may be redacted (i) as necessary to comply with terms of any applicable confidentiality arrangements to which the Company or any of its Subsidiaries is a party as of the date hereof (provided that the Company shall use its reasonable best efforts to allow for such access or disclosure that does not result in a violation), and (ii) as necessary to address reasonable legal privilege concerns (provided that the Company shall use its reasonable best efforts to allow for such access or disclosure to the maximum extent that does not result in such loss of any such attorney-client, attorney work product or other legal privilege).

(c) Nothing in this Section 6.04 shall require the Company to permit any inspection of, or to disclose any information (i) concerning Acquisition Proposals, which shall be governed by Section 6.03, (ii) regarding the deliberations of the Company Board or any committee thereof with respect to the transactions contemplated by this Agreement or any similar transaction or transactions with any other Person, the entry into the Agreement, or any materials provided to the Company Board or any committee thereof in connection therewith or (iii) the disclosure of which would result in a violation of any Applicable Law, including federal or state securities, antitrust or privacy laws (provided that the Company shall use its reasonable best efforts to allow for such access or disclosure that does not result in a violation of this clause (iii)).

(d) Parent will hold, and will cause its Representatives and Affiliates to hold any information exchanged pursuant to this Section 6.04 and Section 8.01 in confidence to the extent required by, and in accordance with, and will otherwise comply with, the terms of the Confidentiality Agreement.

Section 6.05. Section 16 Matters. Prior to the Effective Time, the Company shall take all steps necessary to cause any dispositions of Company Stock (including Company Equity Awards or derivative securities with respect to Company Stock) resulting from the transactions contemplated by Article 2 of this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the 1934 Act with respect to the Company to be exempt under Rule 16b-3 promulgated under the 1934 Act.

Section 6.06. Certain Pre-Closing Transactions. Prior to the Effective Time, the Company shall effect the transactions described in Section 6.06 of the Company Disclosure Letter.

ARTICLE 7
Covenants of Parent and Merger Subsidiary

Parent and Merger Subsidiary jointly and severally agree that:

Section 7.01. Obligations of Merger Subsidiary; Consent of Sole Stockholder of Merger Subsidiary. Parent shall take all action necessary to cause Merger Subsidiary to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement. Promptly following the execution and delivery of this Agreement, Parent, as sole stockholder of Merger Subsidiary, will deliver an action by written consent in accordance with Section 228(c) of Delaware Law adopting and approving this Agreement.

Section 7.02. Indemnification and Insurance. Parent shall cause the Surviving Corporation, and the Surviving Corporation hereby agrees, to do the following:

(a) During the period commencing at the Effective Time and ending on the sixth (6th) anniversary of the Effective Time, Parent will cause the Surviving Corporation and each of its Subsidiaries to, honor and fulfill all rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time and rights to advancement of expenses in favor of any Person who is or prior to the Effective Time becomes, or has been at any time prior to the date of this Agreement, a present or former director or officer (including as a fiduciary with respect to an employee benefit plan) of the Company, any of its Subsidiaries or any of their respective predecessors (each, an "**Indemnified Person**") as provided in the Company Charter and Company Bylaws, the organizational documents of any Subsidiary of the Company or any indemnification agreement between such Indemnified Person and the Company or any of its Subsidiaries in effect as of the Effective Time and to the extent set forth on Section 7.02(a) of the Company Disclosure Letter. For six (6) years after the Effective Time, the Surviving Corporation shall, and Parent will cause the Surviving Corporation to, cause to be maintained in effect provisions in the certificate of incorporation and bylaws of the Surviving Corporation (or in such documents of any successor to the business of the Surviving Corporation) regarding indemnification and exculpation from liability of, and advancement of expenses to, all Indemnified Persons that are no less advantageous to the Indemnified Persons than the corresponding provisions in the Company Charter and Company Bylaws in existence on the date of this Agreement.

(b) For six (6) years after the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to indemnify and hold harmless all Indemnified Persons to the fullest extent permitted by Delaware Law and any other Applicable Law in the event of any threatened or actual claim, suit, action, proceeding or investigation (a "**Claim**"), whether civil, criminal or administrative, in respect of acts or omissions occurring or alleged to have occurred at or prior to the Effective Time (including claims with respect to the adoption of this Agreement and the consummation of the transactions contemplated hereby), to the extent based on, or arising out of, or pertaining to (i) the fact that the Indemnified Person is or was a director (including in a capacity as a member of any board committee) or officer of the Company, any of its Subsidiaries or any of their respective predecessors or (ii) this Agreement or any of the transactions contemplated hereby, whether in any case asserted or arising before, on or after the Effective Time, against any losses, claims, damages, liabilities,

costs, expenses (including reasonable attorney's fees and expenses in advance of the final disposition of any Claim to each Indemnified Person to the fullest extent permitted by Applicable Law, subject to Section 7.02(f)), judgments, fines and amounts paid in settlement of or in connection with any such threatened or actual Claim.

(c) Prior to the Effective Time, the Company shall, or if the Company is unable to, Parent shall cause the Surviving Corporation to purchase a six (6)-year prepaid "tail" policy with respect to the D&O Insurance (the "**Tail Policy**") or maintain in effect the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies and the Company's existing fiduciary liability insurance policies (collectively, " **D&O Insurance**"), in each case for a claims reporting or discovery period of six (6) years from and after the Effective Time with respect to any claim related to any period or time at or prior to the Effective Time (including claims with respect to the adoption of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby) with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under the Company's existing policies; provided that the aggregate premiums for the Tail Policy and six (6)-year period of D&O Insurance shall not exceed 300% of the amount per annum the Company paid in its last full fiscal year of coverage (which amount is set forth in Section 7.02(c) of the Company Disclosure Letter) (such maximum amount, the "**Maximum Tail Premium**") and if the cost for such D&O Insurance policy exceeds the Maximum Tail Premium, then the Company (or the Surviving Corporation, as the case may be) shall obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Tail Premium.

(d) If the Surviving Corporation (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys substantially all of its property and assets to any Person, then, and in each such case, proper provision shall be made so that the applicable successor, assign or transferee shall assume the obligations set forth in this Section 7.02 (including this Section 7.02(d)).

(e) The rights of each Indemnified Person under this Section 7.02 shall be in addition to any rights such Person may have under the Company Charter and Company Bylaws or the governing documents of any of the Company's Subsidiaries, under Delaware Law or any other Applicable Law, under any contract or agreement of any Indemnified Person with the Company or any of its Subsidiaries or otherwise. These rights shall survive the consummation of the Merger and from and after the Effective Time are intended to benefit and shall be enforceable by, each Indemnified Person. From and after the Effective Time, the obligations of Parent and the Surviving Corporation under this Section 7.02 shall not be terminated or modified in such a manner as to adversely affect the rights of any Indemnified Person without the consent of such Indemnified Person.

(f) The Surviving Corporation shall pay, and Parent shall cause the Surviving Corporation to pay, on an as-incurred basis the fees and expenses of such Indemnified Person (including the reasonable fees and expenses of counsel) in advance of the final disposition of any action, suit, proceeding or investigation that is the subject of the right to indemnification; provided that such Person shall, prior to the receipt of any such advancements, undertake to reimburse the Surviving Corporation for all amounts so advanced if a court of competent jurisdiction determines, by a final, nonappealable order or judgment, that such Person is not entitled to indemnification.

Section 7.03. Employee Matters.

(a) With respect to employees of the Company or its Subsidiaries immediately before the Effective Time (each, a "**Company Employee**"), for a period of twelve (12) months following the Closing (or, if earlier, the termination of the applicable Company Employee's employment with Parent, the Surviving Corporation and their Affiliates) (the "**Continuation Period**"), Parent shall, or shall cause the Surviving Corporation to, provide (i) a total target annual compensation opportunity (consisting of annual base salary, target annual cash incentive opportunity (including with respect to the fiscal year that includes the Effective Time) and target long-term incentive opportunity, as applicable), that is no less favorable in the aggregate than that provided to such

Company Employee immediately prior to the Effective Time, provided that during the Continuation Period, such Company Employee's annual base salary or base wage rate, as applicable, shall be no less favorable than that provided to such Company Employee immediately prior to the Effective Time; and (ii) employee benefits (excluding equity-based compensation, retiree health and welfare benefits, retention benefits and severance benefits) that are no less favorable in the aggregate than those provided to the Company Employee immediately prior to the Effective Time.

(b) Without limiting the generality of Section 7.03(a), during the Continuation Period, if the employment of any Company Employee is terminated other than for "cause," Parent shall, or shall cause the Surviving Corporation or any of its Affiliates to, provide cash severance benefits to any such terminated Company Employee (who is not party to an individual agreement providing for severance benefits) that are no less favorable than (i) for any Company Employee employed in the United States, the greater of (w) the cash severance benefits described in Section 7.03(b) of the Company Disclosure Letter, and (x) the cash severance benefits to which similarly situated employees of Parent or its Affiliates would be eligible to receive under Parent's or its Affiliates' severance policies, plans or arrangements; and (ii) for any Company Employee employed outside the United States, the greater of (y) the cash severance benefits required under Applicable Law, and (z) the cash severance benefits provided under any Employee Plan under which the Company Employee was covered immediately prior to the Effective Time, in each case subject to such Company Employee's execution and non-revocation of a release of claims in a form reasonably acceptable to Parent.

(c) With respect to any employee benefit plan, including any funded or unfunded and qualified or nonqualified employee benefit plan or program, maintained by Parent, the Surviving Corporation or any of their Affiliates, for purposes of determining eligibility to participate, level of benefits and vesting, each Company Employee's service with the Company or any of its Subsidiaries prior to the Effective Time (as well as service with any predecessor employer of the Company or any such Subsidiary, to the extent service with the predecessor employer is recognized by the Company or such Subsidiary under the comparable Employee Plans) shall be treated as service with Parent, the Surviving Corporation or their Affiliates; provided, however, that such service need not be recognized to the extent that such recognition would result in any duplication of benefits or coverage for the same period of services, for purposes of benefit accrual under any defined benefit pension plan, for purposes of any benefit plan that provides retiree welfare benefits, or to any benefit plan that is a frozen plan or provides grandfathered benefits.

(d) Parent shall waive, or shall cause the Surviving Corporation or any of its Affiliates to waive, anypre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods under any welfare benefit plan maintained by Parent, the Surviving Corporation or any of their Affiliates in which any Company Employee (or the dependents of any eligible employee) will be eligible to participate from and after the Effective Time, except to the extent such pre-existing condition limitations, exclusions, actively-at-work requirements and waiting periods would apply and have not been satisfied by such Company Employee or his or her dependents under the analogous Employee Plan. Parent shall use commercially reasonable efforts to recognize, or shall cause the Surviving Corporation or any of its Affiliates to recognize, the dollar amount of all co-payments, deductibles and similar expenses incurred by each Company Employee (and his or her eligible dependents) under the applicable Employee Plan during the calendar year in which the Effective Time occurs for purposes of satisfying such year's deductible, co-payment and out-of-pocket limitations under the relevant welfare benefit plans in which such Company Employee will be eligible to participate from and after the Effective Time.

(e) If requested by Parent in writing delivered to the Company not less than ten (10) Business Days before the Closing Date, the Company Board (or the appropriate committee thereof) shall adopt resolutions and take such corporate action as is necessary or appropriate to terminate any 401(k) plan sponsored or maintained by the Company (the "**Company 401(k) Plan**"), effective as of the day immediately prior to the Closing Date and contingent upon the occurrence of the Effective Time. If Parent requests that the Company 401(k) Plan be terminated, (i) the Company shall provide Parent with evidence that such plan has been terminated, contingent

upon the occurrence of the Effective Time (the form and substance of which shall be subject to reasonable review and comment by Parent), not later than two (2) days immediately preceding the Closing Date and (ii) the Company Employees shall be eligible to participate, effective as of the Effective Time (or as soon as reasonably administratively practicable thereafter), in a 401(k) plan sponsored or maintained by Parent or one of its Subsidiaries (a "**Parent 401(k) Plan**"). The Company and Parent shall use reasonable best efforts to take any and all actions as may be required, including amendments to the Company 401(k) Plan and/or the Parent 401(k) Plan, to permit the continuing employees of Company and its Subsidiaries who are then actively employed to make rollover contributions to the Parent 401(k) Plan of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code) in the form of cash or notes (in the case of loans) in an amount equal to the full account balance distributed to such employee from the Company 401(k) Plan.

(f) Nothing in this Agreement, including this Section 7.03, shall create in any employees, former employees, any participant in any Employee Plan or any dependent or beneficiary thereof, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement (without limiting Section 7.02 and Section 11.06). Nothing in this Agreement shall be deemed, interpreted or construed in any way to (i) create any right to continued employment or service with Parent, Company, the Surviving Corporation or any of their Affiliates, or to interfere with or restrict in any way the rights of Parent, Company, the Surviving Corporation or any of their Affiliates to discharge or terminate the services of any of their respective employees, officers, directors or consultants at any time for any reason whatsoever, with or without cause, (ii) establish, modify or amend the provisions of an Employee Plan or other benefit or employment plan, program, agreement or arrangement of Parent, Company, the Surviving Corporation or any of their Affiliates, or (iii) alter or limit the ability of Parent, Company, the Surviving Corporation or any of their Affiliates to amend, modify or terminate any Employee Plan or other benefit or employment plan, program, agreement or arrangement of Parent, Company, the Surviving Corporation or any of their Affiliates.

ARTICLE 8
Covenants of Parent, Merger Subsidiary and the Company

Section 8.01. Reasonable Best Efforts.

(a) Subject to the terms and conditions of this Agreement, the Company and Parent shall cooperate with each other and use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law to consummate the Merger and the other transactions contemplated by this Agreement as promptly as practicable, including (i) preparing and filing with any Governmental Authority as promptly as practicable after the date of this Agreement all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, (ii) using reasonable best efforts to obtain and maintain all Permits, waivers and other confirmations required to be obtained from any Governmental Authority that are necessary to consummate the transactions contemplated by this Agreement, (iii) using reasonable best efforts to defend or contest any action, suit or proceeding challenging this Agreement or the transactions contemplated hereby, and (iv) using reasonable best efforts to execute and deliver any additional instruments necessary to consummate the transactions contemplated hereby; provided that in no event shall the parties be required to waive any right or condition set forth in this Agreement or any Transaction Document.

(b) Each of Parent and the Company shall (i) make with respect to the transactions contemplated hereby (A) an appropriate filing of a Notification and Report Form pursuant to the HSR Act as promptly as practicable (and in any event within ten (10) Business Days after the date of this Agreement), (B) each other appropriate filing required pursuant to any Regulatory Law (the "**Foreign Antitrust Approvals**") as promptly as practicable after the date of this Agreement, and (C) each other appropriate filing relating to the transactions contemplated by this Agreement required pursuant to any other Applicable Law (the "**Foreign Licensing Approvals**" and together with the HSR Act clearance and the Foreign Antitrust Approvals, the "**Regulatory Approvals**"), as

promptly as practicable; provided, that each party shall in good faith consult with the other parties prior to making any filings other than filing of a Notification and Report Form pursuant to the HSR Act and filings set forth on Section 9.01(c) of the Company Disclosure Letter, and (ii) respond to, as promptly as practicable, any request for additional information, documents, or other materials received by either of them or any of their respective Subsidiaries or Affiliates from any Governmental Authority in respect of such filings.

(c) In furtherance of the foregoing, each party shall use its reasonable best efforts to (i) consult and cooperate with each other in connection with any such filings and other submissions to a Governmental Authority with respect to the Regulatory Approvals, (ii) furnish to each other all information required or advisable for any filing or submission to be made pursuant to any Applicable Law in connection with the transactions contemplated by this Agreement with respect to the Regulatory Approvals, (iii) to the extent permitted by Applicable Law, provide copies of all documents and other materials to the other party prior to submission and consider in good faith all reasonable additions, deletions or changes suggested in connection therewith and in connection with the Regulatory Approvals, (iv) keep the other party promptly informed of any communication with (and provide copies of written communications with) any Governmental Authority regarding the Regulatory Approvals, and (v) to the extent not prohibited by the applicable Governmental Authority, not independently participate in any meeting (whether in person, by telephone, by video conference or otherwise) with any Governmental Authority in respect of the Regulatory Approvals without giving the other parties hereto reasonable prior notice of the meeting and the opportunity to attend and participate thereat; provided, that nothing herein shall limit the ability of the Parent, the Company or any of their respective Subsidiaries to independently participate in any meeting with any Governmental Authority in connection with (x) any meeting that relates to the operation of their respective business in the ordinary course of business and does not relate to the Merger or the other transactions contemplated by this Agreement or (y) any pending Permits filed on or prior to the date hereof. Notwithstanding the foregoing, each party may, as it deems advisable and necessary, reasonably redact materials to protect competitively sensitive information or information concerning valuation, or as necessary to address reasonable attorney-client, attorney work product or other privilege concerns and reasonably designate any competitively sensitive material provided to the other parties under this Section 8.01(c) as "Outside Counsel Only" (such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the party providing the materials). Notwithstanding the foregoing or any other provision in this Agreement, Parent shall control the strategy for securing all Regulatory Approvals; provided, however, that Parent shall consult with and consider in good faith the views of the Company and its counsel in connection therewith. Parent shall pay all filing fees associated with all filings, forms, notices, registrations and notifications relating to the Regulatory Approvals.

(d) Without limiting the generality of the foregoing, in connection with the efforts referenced in Section 8.01(a) and Section 8.01(c), each party shall, and shall cause its Subsidiaries and Affiliates to, use its reasonable best efforts to promptly take any and all steps necessary to avoid, eliminate or resolve each and every impediment and obtain all clearances, consents, approvals and waivers that may be necessary or required to secure any Regulatory Approval, so as to enable the consummation of the transactions contemplated by this Agreement by the End Date, including: (i) proposing, negotiating, offering to commit and effect (and if such offer is accepted, committing to and effecting), by order, hold separate order, trust, or otherwise, the sale, divestiture, license, disposition or hold separate of the assets or businesses of the Company or otherwise offering to take or offering to commit to take any action (including any action that limits its freedom of action, ownership or control with respect to, or its ability to retain or hold, any of the businesses, assets, product lines, properties or services of the Company, and if the offer is accepted, taking or committing to take such action) (collectively, a "**Divestiture**"); and (ii) terminating, relinquishing, modifying or waiving existing relationships, ventures, contractual rights, obligations or other arrangements of the Company (collectively, a "**Remedy**"); provided, that (A) no such Divestiture or Remedy shall be required if such Divestiture or Remedy, individually or in the aggregate with any other Divestiture or Remedy, would reasonably be expected to materially impair the benefits that Parent expects to achieve from the Merger and the transactions contemplated by this Agreement, (B) neither

party nor its Subsidiaries shall be required to take any of the actions referred to above with respect to a Divestiture or Remedy unless the effectiveness thereof is conditioned on the occurrence of the Effective Time, and (C) Parent and its Subsidiaries shall not be required to agree to any Divestiture or Remedy that relates to any material assets, businesses, product lines, properties, services, or rights of Parent or its Subsidiaries. If any objections are asserted with respect to the consummation of the transactions contemplated by this Agreement by any Governmental Authority or any private party challenging the consummation of the transactions contemplated by this Agreement as violative of the HSR Act or otherwise relating to the receipt of the Regulatory Approvals, Parent and the Company shall cooperate with one another and each party shall use their respective reasonable best efforts to: (1) oppose or defend against any action to prevent or enjoin the consummation of the transactions contemplated by this Agreement; and/or (2) take such action as necessary to overturn any action by any Governmental Authority or private party to block the consummation of the transactions contemplated by this Agreement, including by defending any action brought by any Governmental Authority or private party in order to avoid entry of, or to have vacated, overturned or terminated, including by appeal if necessary, any Applicable Law, Order or injunction (preliminary or permanent) that would restrain, prevent or delay the consummation of the transactions contemplated by this Agreement, or in order to resolve any such objections or challenge as such Governmental Authority or private party may have under such Applicable Law, Order, or injunction so as to permit the consummation of the transactions contemplated by this Agreement. Subject to the terms and conditions of this Agreement and except as otherwise expressly provided herein, neither Parent nor the Company shall take or permit any of its Affiliates to take any action that would reasonably be expected to prevent, materially delay or materially impede the receipt of the Regulatory Approvals. Parent shall not extend any waiting period or other applicable time period under the HSR Act or any applicable Antitrust Law or enter into any agreement with any Governmental Authority to delay, or otherwise not to consummate as soon as practicable, the transactions contemplated by this Agreement, except with the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 8.02. Proxy Statement. As promptly as reasonably practicable following the date of this Agreement (and in any event within twenty five (25) Business Days after the date hereof), the Company shall prepare and file the Proxy Statement in preliminary form with the SEC; provided that the Company shall provide Parent and its counsel a reasonable opportunity to review the Company's proposed preliminary Proxy Statement in advance of filing and consider in good faith any comments reasonably proposed by Parent and its counsel. Unless the Company Board has made an Adverse Recommendation Change in compliance with Section 6.03, the Proxy Statement shall include the Company Board Recommendation. The Company shall use its reasonable best efforts to cause the Proxy Statement to be mailed to its stockholders as promptly as reasonably practicable following clearance of the Proxy Statement by the SEC. Parent and Merger Subsidiary shall furnish to the Company all information concerning Parent and Merger Subsidiary as may be reasonably requested by the Company in connection with the Proxy Statement. Each of the Company, Parent and Merger Subsidiary shall promptly correct any information provided by it for use in the Proxy Statement if and to the extent that such information is or shall have become false or misleading in any material respect, and the Company shall take all steps necessary to amend or supplement the Proxy Statement and to cause the Proxy Statement, as so amended or supplemented, to be filed with SEC and mailed to its stockholders, in each case as and to the extent required by Applicable Law. The Company shall (a) as promptly as reasonably practicable after receipt thereof, provide Parent and its counsel with copies of any written comments, and advise Parent and its counsel of any oral comments, with respect to the Proxy Statement (or any amendment or supplement thereto) received from the SEC or its staff, (b) prior to filing or mailing any required filings (or, in each case, any amendment thereof or supplement thereto) or responding to any comments of the SEC with respect thereto, provide Parent and its counsel a reasonable opportunity to review and comment on such document or response, and (c) consider in good faith any comments reasonably proposed by Parent and its counsel.

Section 8.03. Public Announcements. Unless this Agreement has been validly terminated, Parent and the Company shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution), making any other public statement or scheduling any press conference or conference call with investors or analysts with respect to this Agreement or the transactions contemplated hereby

and, except in respect of any such press release, communication, other public statement, press conference or conference call as may be required by Applicable Law, Nasdaq, the New York Stock Exchange or other exchange or association rules, shall not issue any such press release, have any such communication, make any such other public statement or schedule any such press conference or conference call without the prior consent of the other party (not to be unreasonably withheld, conditioned or delayed); provided, (a) no such consultation or consent shall be necessary with respect to any public statement in response to questions from the press, analysts, investors or those attending industry conferences, internal announcements to employees and any other disclosures, so long as such statements, announcements or disclosures are consistent with previous press releases, public disclosures or public statements made jointly by the parties (or individually, if approved by the other parties) and (b) Parent's consent shall not be required in connection with any press release, public statement or filing to effect an Adverse Recommendation Change in accordance with Section 6.03.

Section 8.04. Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Subsidiary, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Subsidiary, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 8.05. Notices of Certain Events. Each of the Company and Parent shall promptly notify the other of:

(a) any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) subject to Section 8.01, any written notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(c) any actions, suits, Claims, investigations or proceedings commenced or, to its knowledge, threatened against the Company or any of its Subsidiaries or Parent and any of its Subsidiaries, as the case may be, that relate to the consummation of the transactions contemplated by this Agreement; and

(d) any representation or warranty made in this Agreement becoming untrue or inaccurate such that the conditions set forth inArticle 9 would not be satisfied or of any failure to comply with any covenant to be complied with under this Agreement such that the conditions in Article 9 would not be satisfied.

The delivery of any notice pursuant to this Section 8.05 shall not limit the remedies available hereunder and any failure to deliver any such notice shall not affect any of the conditions set forth in Article 9 or any right to terminate under Article 9.

Section 8.06. Transaction Litigation. Prior to the earlier of the Effective Time or the termination of this Agreement, the Company (a) shall, subject to the terms of this Section 8.06, control the defense of any litigation brought by stockholders of the Company against the Company and/or its officers and/or directors relating to the transactions contemplated by this Agreement, including the Merger, (b) shall promptly provide Parent with copies of all proceedings and correspondence relating thereto and keep Parent reasonably informed with respect to the status thereof, and (c) shall give Parent the opportunity, at Parent's sole cost and expense, to consult and participate with the Company regarding the defense, settlement or prosecution of any such litigation and shall consider in good faith any of Parent's comments in conducting the defense, settlement or prosecution of such litigation. Prior to the earlier of the Effective Time and the termination of this Agreement in accordance with its terms, neither the Company nor Parent shall settle or offer to settle any such litigation without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed). Each of the

Company and Parent shall, and shall cause their respective Subsidiaries and their and their respective Subsidiaries' Representatives to, cooperate in the defense or settlement of any litigation contemplated by this Section 8.06.

Section 8.07. Financing Cooperation.

(a) Prior to the Effective Time, the Company agrees to provide all reasonable cooperation in connection with the arrangement of any debt or equity financing to be obtained by Parent, Merger Subsidiary or their respective Affiliates in connection with the Merger ("**Financing**"); provided that the Company and its Subsidiaries shall not be required to: (i) waive or amend any terms of this Agreement or agree to pay any fees or reimburse any expenses for which it has not received prior reimbursement; (ii) enter into any definitive agreement to be effective prior to the Closing; (iii) give any indemnities; (iv) take any action that, in the good faith determination of the Company, would unreasonably interfere with the conduct of the business of the Company and its Subsidiaries, be unduly burdensome or create a risk of damage or destruction to any property or assets of the Company or any of its Subsidiaries; (v) take any action that could reasonably be expected to result in a contravention of, violation or breach of, or default under, this Agreement, the Company Charter, the Company Bylaws, any organizational document of the Company's Subsidiaries, any Material Contract (including confidentiality provisions therein) or any Applicable Law; (vi) provide access to or disclose information which would result in waiving any attorney-client privilege or work-product privilege; (vii) take any action which would contravene any position taken in any tax return or financial statements; or (viii) pay any commitment or other similar fee or incur any other cost or liability in connection with the Financing prior to the Closing, except for any liabilities that are conditioned on the Closing having occurred. Nothing in this Section 8.07 will require the Company Board to adopt resolutions approving the agreements, documents or instruments pursuant to which any Financing is obtained or pledge any collateral with respect to any Financing prior to Closing.

(b) Parent shall promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs and expenses incurred by the Company or its Subsidiaries, in connection with such cooperation. The Company and its counsel shall be given a reasonable opportunity to review and comment on any materials that are to be presented during any road shows or bank presentations conducted in connection with the Financing that contain confidential information about the Company or any of its Subsidiaries, and Parent shall give due consideration to all reasonable additions, deletions or changes suggested thereto by the Company and its counsel. Parent shall defend, indemnify and hold harmless the Company, its Subsidiaries, and their Affiliates, for and against any and all losses suffered or incurred by them in connection with the arrangement of Financing or any alternative financing and any information utilized in connection therewith (other than information provided by the Company expressly for use in connection therewith).

(c) All nonpublic or other confidential information provided by the Company or any of its Representatives pursuant to this Agreement shall be kept confidential in accordance with the Confidentiality Agreement, except that Parent and Merger Subsidiary will be permitted to disclose such information to any financing sources or prospective financing sources and other financial institutions and investors that are or may become parties to the Financing and to any underwriters, initial purchasers or placement agents in connection with the Financing (and, in each case, to their respective counsel and auditors), so long as such Persons agree to be bound by the Confidentiality Agreement as if parties thereto.

(d) The parties hereto acknowledge and agree that the provisions contained in Section 8.07(a), represent the sole obligation of the Company, its Subsidiaries and its and their respective Representatives with respect to cooperation in connection with the arrangement of any financing to be obtained by Parent or Merger Subsidiary with respect to the transactions contemplated by this Agreement and no other provision of this Agreement (including the Exhibits and Schedules hereto) shall be deemed to expand or modify such obligations. Parent and Merger Subsidiary each acknowledge and agree that obtaining any financing is not a condition to the Closing.

(e) The Company and its Subsidiaries will be deemed to be in compliance with Section 8.07(a) (including for purposes of determining the satisfaction of the condition set forth in Section 9.02(a)(i)) unless and until

(i) Parent provides written notice (the "**Non-Cooperation Notice**") to the Company of any alleged failure to comply, or action or failure to act which could be believed to be a breach of Section 8.07(a), (ii) Parent includes in such Non-Cooperation Notice reasonable detail regarding the cooperation required to cure such alleged failure (which shall not require the Company, its Subsidiaries or its or their respective Representatives to provide any cooperation that it would not otherwise be required to provide under Section 8.07(a)), and (iii) the Company and its Subsidiaries fail to take the actions specified on such Non-Cooperation Notice within five (5) Business Days from receipt of such Non-Cooperation Notice. Notwithstanding anything to the contrary in this Agreement, the Company's or any of its Subsidiaries' breach of any of the covenants required to be performed by it under this Section 8.07 shall not be considered in determining the satisfaction of the condition set forth in Section 9.02(a)(i), unless such breach is the primary cause of Parent being unable to obtain the proceeds of the Financing at Closing.

Section 8.08. No Control of Other Party's Business. Nothing contained in this Agreement shall give Parent or Merger Subsidiary, on the one hand, or the Company, on the other hand, directly or indirectly, the right to control or direct the other party's or its Subsidiaries' operations prior to the Effective Time. Prior to the Effective Time, each of Parent, Merger Subsidiary and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' operations.

Section 8.09. Delisting; Deregistration. Prior to the Effective Time, the Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable on its part pursuant to Applicable Law and the rules and regulations of the Nasdaq to cause (a) the delisting of the Company Common Stock from the Nasdaq as promptly as practicable after the Effective Time; and (b) the deregistration of the Company Common Stock pursuant to the 1934 Act as promptly as practicable after such delisting.

Section 8.10. Anti-Takeover Laws. Assuming the accuracy of the representation in the last sentence of Section 5.09, the Company and the Company Board shall (a) take all actions within their power to ensure that no "anti-takeover" statute (including Section 203 of the Delaware Law) or similar statute or regulation (or provision of the Company Charter or Company Bylaws or organizational documents of its Subsidiaries) is or becomes applicable to this Agreement or the transactions contemplated hereby; (b) not take any action that would cause any such "anti-takeover" statute or similar statute or regulation (or provision of the Company Charter or Company Bylaws or organizational documents of its Subsidiaries) to become applicable to this Agreement or the transactions contemplated hereby; and (c) if any such "anti-takeover" statute or similar statute or regulation (or provision of the Company Charter or Company Bylaws or organizational documents of its Subsidiaries) becomes applicable to the transactions contemplated hereby, take all actions within their power to ensure that the transactions contemplated hereby may be consummated as promptly as reasonably practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation (or provision of the Company Charter or Company Bylaws or organizational documents of its Subsidiaries) on the transactions contemplated hereby.

Section 8.11. Actions with Respect to Units and Stock. The Company shall, and shall cause its Subsidiaries to, take all actions necessary or reasonably requested by Parent to effect the transactions contemplated by this Agreement and the other Transaction Documents with respect to the Company Stock, Common Units, Series A Convertible Preferred Units and Series A Convertible Preferred Stock (including Section 2.02 and Section 9.01(d)), including: (i) causing all Paired Interests to be exchanged for Class A Common Stock which will be converted into the right to receive the Merger Consideration pursuant to the Exchange Agreement or the Voting and Support Agreements, (ii) effecting the conversion of all shares of Series A Convertible Preferred Stock into Class A Common Stock in accordance with the Voting and Support Agreements, (iii) if requested by Parent in its sole discretion, causing all Series A Convertible Preferred Units to be converted, surrendered or canceled in connection with the Closing in accordance with the OpCo LLC Agreement and (iv) effecting the transfer of all Common Units beneficially owned by Blueapple to the Company.

Section 8.12. Payoff Letters.

(a) The Company shall, and shall cause its Subsidiaries to, deliver all notices and take all other actions necessary, appropriate or reasonably requested by Parent to facilitate the termination at or following the Effective Time of all commitments in respect of the Credit Agreement, the repayment in full on the Closing Date of all obligations thereunder, and the release on the Closing Date of any Liens securing the obligations thereunder and guarantees in connection therewith (collectively, the "**Payoff and Release**"). In furtherance and not in limitation of the foregoing, the Company and its Subsidiaries shall, (i) at least three (3) Business Days prior to the Closing Date, deliver, or cause to be delivered, to Parent drafts of the Payoff Documents (as defined below), (ii) timely deliver all notices required under the Credit Agreement to effectuate the Payoff and Release and (iii) at least two (2) Business Days prior to the Closing Date, deliver, or cause to be delivered, to Parent (x) evidence reasonably satisfactory to Parent that the Company has timely delivered such notices and (y) an executed payoff letter with respect to the Credit Agreement (the "**Payoff Letter**") in form and substance reasonably acceptable to Parent from the applicable agent on behalf of the Persons to whom such indebtedness is owed, which Payoff Letter shall, among other things, set forth the amount required to effectuate the Payoff and Release (the "**Payoff Amount**") and provide that all obligations outstanding under, and all Liens and guarantees granted in connection with, the Credit Agreement shall, upon the payment of Payoff Amount, be released and terminated and (z) customary release documentation in form and substance reasonably acceptable to Parent evidencing the release of each Lien and guarantee granted in connection with the Credit Agreement (the Payoff Letter and other documents contemplated in clauses (x), (y) and (z) collectively, the "**Payoff Documents**").

(b) At or prior to the Effective Time and subject to the satisfaction of the Company's obligations set forth in Section 8.12(a), Parent will repay (or cause to be repaid) on behalf of the Company and its Subsidiaries the Payoff Amount in the manner set forth in the Payoff Letter.

ARTICLE 9
Conditions to the Merger

Section 9.01. Conditions to the Obligations of Each Party. The obligations of the Company, Parent and Merger Subsidiary to consummate the Merger are subject to the satisfaction (or waiver by the Company and Parent, if permissible under Applicable Law) of the following conditions:

(a) the Company Stockholder Approval shall have been obtained;

(b) no temporary restraining or other Order, or preliminary or permanent injunction issued by any court of competent jurisdiction (collectively, "**Restraints**") or Applicable Law shall be in effect enjoining or otherwise prohibiting the consummation of the Merger;

(c) (i) the applicable waiting period (and any extension thereof) under the HSR Act relating to the Merger shall have expired or been terminated and (ii) the Regulatory Approvals set forth on Section 9.01(c) of the Company Disclosure Letter shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated;

(d) (i) all Paired Interests shall have been exchanged for Class A Common Stock to be converted into the right to receive the Merger Consideration pursuant to the Exchange Agreement and the Voting and Support Agreements at the Effective Time, (ii) all shares of Series A Convertible Preferred Stock shall have been converted into Class A Common Stock pursuant to the Voting and Support Agreement with the MDP Entities and (iii) all Common Units beneficially owned by Blueapple shall have been concurrently with the Closing transferred to the Company pursuant to the Blueapple Sale Agreement, which shall remain in full force and effect; and

(e) the TRA Amendment shall be in full force and effect.

Section 9.02. Conditions to the Obligations of Parent and Merger Subsidiary. The obligations of Parent and Merger Subsidiary to consummate the Merger are subject to the satisfaction (or waiver by Parent, if permissible under Applicable Law) of the following further conditions:

(a) (i) the Company shall have performed and complied with, in all material respects, all of its covenants, obligations, and agreements hereunder required to be performed by it at or prior to the Effective Time, (ii) (A) the representations and warranties of the Company contained in Section 4.10(a) shall be true in all respects as of the date of this Agreement and at and as of the Effective Time as if made at and as of such time, (B) the representations and warranties of the Company contained in Section 4.01(a), Section 4.02, Section 4.05(f), Section 4.06(c), Section 4.23 and Section 4.25 (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true in all material respects as of the date of this Agreement and at and as of the Effective Time as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), (C) the representations and warranties of the Company set forth in Section 4.05(a) and Section 4.05(b) shall be true and correct in all but de minimis respects as of the date of this Agreement and as of the Effective Time as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), and (D) the other representations and warranties of the Company contained in Article 4 (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct as of the date of this Agreement and at and as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, in the case of this clause (D) only, only such exceptions as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (iii) Parent shall have received a certificate signed by an executive officer of the Company to the foregoing effect; and

(b) since the date of this Agreement there shall not have occurred a Material Adverse Effect.

Section 9.03. Conditions to the Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction (or waiver by the Company, if permissible under Applicable Law) of the following further conditions:

(a) (i) each of Parent and Merger Subsidiary shall have performed, in all material respects, all of its covenants, obligations and agreements hereunder required to be performed by it at or prior to the Effective Time, (ii) (A) the representations and warranties of Parent and Merger Subsidiary contained in Section 5.01(a) and Section 5.02, shall be true in all material respects as of the date of this Agreement and at and as of the Effective Time as if made at and as of such time (other than such representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time) and (B) the other representations and warranties of Parent and Merger Subsidiary contained in Article 5 (disregarding all materiality and Parent Material Adverse Effect qualifications contained therein) shall be true as of the date of this Agreement and at and as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time), with, in the case of this clause (B) only, only such exceptions as would not have, individually or in the aggregate, a Parent Material Adverse Effect, and (iii) the Company shall have received a certificate signed by an executive officer of Parent to the foregoing effect.

Section 9.04. Frustration of Closing Conditions. Neither Parent nor Merger Subsidiary, on the one hand, nor the Company, on the other hand, may rely as a basis for terminating this Agreement on the failure of any condition set forth in Article 9 to be satisfied if such failure was caused by the material failure of Parent or Merger Subsidiary, on the one hand, or the Company, on the other hand, to perform any of its obligations under this Agreement.

ARTICLE 10
Termination

Section 10.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any adoption and approval of this Agreement by Parent as sole stockholder of Merger Subsidiary or, other than with respect to Section 10.01(c)(i) or Section 10.01(d)(i), the stockholders of the Company):

(a) by mutual written agreement of the Company and Parent; or

(b) by either the Company or Parent, if:

(i) the Merger has not been consummated on or before May 1, 2023 or such later date as may be mutually agreed in writing by Parent and the Company (the "**End Date**"); provided, that if, on such date, any of the conditions to the Closing set forth in (A) Section 9.01(c) or (B) Section 9.01(b) (if, in the case of clause (B), the Restraint relates to the matters set forth in Section 9.01(c)) shall not have been satisfied, but all other conditions set forth in Article 9 shall have been satisfied (or in the case of conditions that by their nature are to be satisfied at or immediately prior to the Closing, shall then be capable of being satisfied if the Closing were to take place on such date) or waived, then the End Date shall be automatically extended to August 1, 2023, and such date shall become the End Date for purposes of this Agreement; provided, further, that if, on such extended End Date, any of the conditions to the Closing set forth in (A) Section 9.01(c) or (B) Section 9.01(b) (if, in the case of clause (B), the Restraint relates to the matters set forth in Section 9.01(c)) shall not have been satisfied, but all other conditions set forth in Article 9 shall have been satisfied (or in the case of conditions that by their nature are to be satisfied at or immediately prior to the Closing, shall then be capable of being satisfied if the Closing were to take place on such date) or waived, then the End Date shall be automatically extended to November 1, 2023, and such date shall become the End Date for purposes of this Agreement; and provided, further, that the right to terminate this Agreement pursuant to this Section 10.01(b)(i) shall not be available to any party whose breach of any provision of this Agreement was the primary cause of the failure of the Merger to be consummated by the End Date (it being understood that Parent and Merger Subsidiary shall be deemed a single party for purposes of the foregoing proviso);

(ii) any Restraint or Applicable Law shall be in effect permanently enjoining or otherwise permanently prohibiting the consummation of the Merger, and if a Restraint, such Restraint shall have become final and nonappealable; provided that the right to terminate this Agreement pursuant to this Section 10.01(b)(ii) shall not be available to any party whose breach of any provision of this Agreement was the primary cause of such Restraint; or

(iii) at the Company Stockholder Meeting (including any adjournment or postponement thereof), the Company Stockholder Approval shall not have been obtained upon a vote taken thereon; or

(c) by Parent:

(i) prior to obtaining the Company Stockholder Approval, if an Adverse Recommendation Change shall have occurred;

(ii) prior to obtaining the Company Stockholder Approval, if the Company has breached its obligations under Section 6.03 in any material respect; or

(iii) if a breach of any representation or warranty (or any such representation or warranty has ceased to be true) or breach or failure to perform any covenant or agreement on the part of the Company set forth in this Agreement shall have occurred that, if continuing at the Effective Time, would cause the condition set forth in Section 9.02(a) not to be satisfied; provided, that Parent will not be entitled to terminate this Agreement pursuant to this Section 10.01(c)(iii) prior to the earlier of (A) thirty (30) days following the

Company's receipt of written notice from Parent and of Parent's intention to terminate this Agreement pursuant to this Section 10.01(c)(iii) and the basis for such termination, and (B) the End Date, it being understood that Parent will not be entitled to terminate this Agreement pursuant to this Section 10.01(c)(iii) with respect to such breach, failure to be true or failure to perform if such breach, failure to be true or failure to perform is cured prior to the end of such period, unless such breach, failure to be true or failure to perform by its nature or timing is incapable of being cured during such period; provided, further, that the right to terminate this Agreement pursuant to this Section 10.01(c)(iii) shall not be available to Parent if Parent's breach of any provision of this Agreement would cause the conditions set forth in Section 9.03(a) not to be satisfied if the Effective Time were on the date of such termination; or

(d) by the Company:

(i) prior to obtaining the Company Stockholder Approval, in accordance with, and subject to compliance with the terms and conditions of, Section 6.03 in order to enter into a definitive merger or purchase agreement to effect the transaction contemplated by a Superior Proposal (with such definitive merger or purchase agreement being entered into substantially concurrently with the termination of this Agreement (but in no case prior to the termination of this Agreement)); provided that the Company pays the Company Termination Fee pursuant to Section 11.04(b); or

(ii) if a breach of any representation or warranty (or any such representation or warranty has ceased to be true) or breach or failure to perform any covenant or agreement on the part of Parent or Merger Subsidiary set forth in this Agreement shall have occurred that, if continuing at the Effective Time, would cause the conditions set forth in Section 9.03(a) not to be satisfied; provided, that the Company will not be entitled to terminate this Agreement pursuant to this Section 10.01(d)(ii) prior to the earlier of (A) thirty (30) days following Parent's receipt of written notice from the Company and of the Company's intention to terminate this Agreement pursuant to this Section 10.01(d)(ii) and the basis for such termination, and (B) the End Date, it being understood that the Company will not be entitled to terminate this Agreement pursuant to this Section 10.01(d)(ii) with respect to such breach, failure to be true or failure to perform if such breach, failure to be true or failure to perform is cured prior to the end of such period, unless such breach, failure to be true or failure to perform by its nature or timing is incapable of being cured during such period; provided, further, that the right to terminate this Agreement pursuant to this Section 10.01(d)(ii) shall not be available to the Company if the Company's breach of any provision of this Agreement would cause the condition set forth in Section 9.02(a) not to be satisfied if the Effective Time were on the date of such termination.

The party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give written notice of such termination to the other party specifying the provision of Section 10.01 pursuant to which this Agreement is being terminated.

Section 10.02. Effect of Termination. If this Agreement is terminated pursuant to Section 10.01, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or Representative of such party) to the other parties hereto; provided that (a) the provisions of this Section 10.02 and Section 8.07(b), Section 11.01, Section 11.04, Section 11.07, Section 11.08, Section 11.09, Section 11.11 and Section 11.13, and the Confidentiality Agreement shall survive any termination hereof pursuant to Section 10.01 in accordance with their terms and (b) subject to Section 11.04(b)(iii), neither the Company nor Parent shall be relieved or released from any liabilities or damages (which the parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs) arising out of its Fraud or Willful and Material Breach of any provision of this Agreement.

ARTICLE 11
Miscellaneous

Section 11.01. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including email (provided, that such email states that it is a notice delivered pursuant to this Section 11.01)) and shall be given,

if to Parent or Merger Subsidiary, to:

Global Payments Inc.
3550 Lenox Road
Atlanta, Georgia 30326
Attention: David Green
Email: [*****]

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

if to the Company, to:

EVO Payments, Inc.
Ten Glenlake Parkway
South Tower, Suite 950
Atlanta, Georgia 30328
Attention: Kelli E. Sterrett
Email: [*****]

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

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: Keith Townsend
Zach Cochran
Robert Leclerc
Email: KTownsend@KSLAW.com
ZCochran@KSLAW.com
RLeclerc@KSLAW.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 11.02. Non-Survival of Representations and Warranties. The representations, warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time; provided that this Section 11.02 shall not limit any covenant or agreement by the parties that by its terms contemplates performance after the Effective Time.

Section 11.03. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived at any time prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective; provided, however, that after the Company Stockholder Approval has been obtained, there shall be no amendment or waiver that by Applicable Law or a stock exchange requires further approval by the stockholders of the Company without such approval having been obtained.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 11.04. Expenses.

(a) General. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

(b) Termination Fees.

(i) If this Agreement is terminated (x) by the Company pursuant to Section 10.01(d)(i), or (y) by Parent pursuant to Section 10.01(c)(i), then the Company shall pay the Company Termination Fee to Parent (or its designee), substantially concurrently with the termination in the case of a termination by the Company, or as promptly as reasonably practicable (and, in any event, within two (2) Business Days following such termination) in the case of a termination by Parent, in each case, payable by wire transfer of immediately available funds.

(ii) If (A) after the date of this Agreement and prior to the receipt of the Company Stockholder Approval, a bona fide Acquisition Proposal shall have been made to the Company Board or is publicly announced (either by the Company, the Person making such Acquisition Proposal, their respective Representatives, or otherwise publicly announced and confirmed by the Company, the Person making such Acquisition Proposal, or their respective Representatives) (and in, any such case, such Acquisition Proposal is not withdrawn at least three (3) Business Days prior to the earlier of the Company Stockholder Meeting, the End Date or the date of such termination), (B) thereafter, this Agreement is terminated by Parent or the Company pursuant to Section 10.01(b)(i) (at a time when Parent could have terminated this Agreement pursuant to such provision), Section 10.01(b)(iii), or Section 10.01(c)(iii), and (C) within twelve (12) months after such termination, the Company consummates such Acquisition Proposal or enters into a definitive merger or purchase agreement to effect the transaction contemplated by an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then the Company shall pay to Parent the Company Termination Fee by wire transfer of same-day funds on the earlier of the date of consummation of such Acquisition Proposal or the entry into such definitive merger or purchase agreement. For purposes of this Section 11.04(b)(ii), all references to "20%" and "80%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50%".

(iii) In no event shall the Company be required to pay the Company Termination Fee on more than one (1) occasion. Parent and Merger Subsidiary agree that, upon any termination of this Agreement under circumstances where the Company Termination Fee (and any amounts owed pursuant to

Section 11.04(b)(iv)) is payable by the Company pursuant to Section 11.04(b)(i) or Section 11.04(b)(ii) and such Company Termination Fee (and any amounts owed pursuant to Section 11.04(b)(iv)) is paid in full in accordance with this Agreement (and without limiting Section 11.13 prior to such termination), Parent and Merger Subsidiary shall be precluded from any other remedy against the Company, any of the Company's Subsidiaries, and any of their respective directors, officers, employees, partners, managers, members, stockholders and Affiliates and their respective Representatives, at law or in equity or otherwise, and neither Parent nor Merger Subsidiary shall seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the Company or any of the Company's Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, stockholders or Affiliates or their respective Representatives, in each case in connection with this Agreement or the transactions contemplated hereby, except in the event of Fraud or a Willful and Material Breach of this Agreement or any other Transaction Document as between the parties thereto.

(iv) The parties hereto acknowledge that the agreements contained in this Section 11.04 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement. Accordingly, if the Company fails to promptly pay any amount due pursuant to Section 11.04(b)(i) or Section 11.04(b)(ii) and, in order to obtain such payment, Parent commences a Claim that results in a judgment against the Company for the Company Termination Fee or any portion thereof, the Company will pay to Parent its out-of-pocket fees, costs and expenses (including reasonable attorneys' fees) in connection with such Claim, together with interest on the amount due at the annual rate of 5% plus the prime rate as published in the *Wall Street Journal* in effect on the date that such payment was required to be made through the date that such payment was actually received, or a lesser rate that is the maximum permitted by Applicable Law.

Section 11.05. Disclosure Letter References. Notwithstanding anything to the contrary herein, the parties hereto agree that any reference in a particular Section of the Company Disclosure Letter shall be deemed to qualify (or, as applicable, a disclosure for purposes of) the representations and warranties hereof of the Company that are contained in the corresponding Section of this Agreement, as well as any other representations or warranties of the Company contained in this Agreement, but only if the relevance of that reference as an qualification to (or a disclosure for purposes of) such representations or warranties would be reasonably apparent on the face of the reference. The mere inclusion of an item in the Company Disclosure Letter as an exception to a representation, warranty, covenant, agreement or other provision hereof shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would reasonably be expected to have a Material Adverse Effect.

Section 11.06. Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns; provided, that (i) from and after the Effective Time, the Indemnified Persons shall be third party beneficiaries of, and entitled to enforce, Section 7.02, and (ii) from and after the Effective Time, the provisions of Article 2 relating to the payment of the Merger Consideration and any amounts contemplated to be paid pursuant to Section 2.05 shall be enforceable by the holders of Company Stock immediately prior to the Effective Time and by Persons entitled to receive such other consideration.

(b) No party may assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the consent of each other party hereto, except that Parent or Merger Subsidiary may transfer or assign all (but not less than all) of its rights and obligations under this Agreement to one of its wholly owned Subsidiaries at any time; provided that such transfer or assignment shall not (i) relieve Parent or Merger Subsidiary of its obligations hereunder, or (ii) enlarge, alter, limit or change any obligation of

any other party hereto or due to Parent or Merger Subsidiary. Any purported assignment not permitted under this Section 11.06(b) shall be null and void.

Section 11.07. Governing Law. This Agreement and all Claims and causes of action hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

Section 11.08. Consent to Jurisdiction. Each of Parent, Merger Subsidiary and the Company irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, for the purposes of any suit, action or other proceeding, arising out of or related to this Agreement, the other agreements contemplated hereby or any transaction contemplated hereby (or, solely if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any such suit, action or other proceeding, any state or federal court within the State of Delaware) (the "**Chosen Court**"). Each of Parent, Merger Subsidiary and the Company agrees to commence any action, suit or proceeding relating hereto in the applicable Chosen Court pursuant to the immediately preceding sentence. Each of Parent, Merger Subsidiary and the Company irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or related of this Agreement or the transactions contemplated hereby in the applicable Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of Parent, Merger Subsidiary and the Company irrevocably waives any objections or immunities to jurisdiction to which it may otherwise be entitled or become entitled (including sovereign immunity, immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or relating to this Agreement or the transactions contemplated hereby which is instituted in any such court. Notwithstanding the foregoing, the parties agree that a final trial court judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to it at the addresses set forth in Section 11.01 shall be effective service of process for any suit, action or proceeding brought in any such court.

Section 11.09. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE MERGER, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.10. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Delivery of an executed counterpart of a signature page to this Agreement by ".pdf" format, scanned pages or electronic signature such as DocuSign shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 11.11. Entire Agreement; No Other Representations and Warranties.

(a) This Agreement, including the Company Disclosure Letter, together with the other Transaction Documents and the Confidentiality Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

(b) Each of Parent and Merger Subsidiary acknowledges, agrees and represents that, except for the representations and warranties made by the Company in Article 4, and in any other Transaction Documents, neither the Company nor any other Person makes, and neither Parent nor Merger Subsidiary is relying on, any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries, including their respective businesses, financial condition or prospects or with respect to any other information made available to Parent or Merger Subsidiary in connection with the transactions contemplated by this Agreement (including the accuracy or completeness thereof). Neither the Company nor any other Person will have or be subject to any liability to Parent, Merger Subsidiary or any other Person resulting from the distribution to Parent or Merger Subsidiary, or Parent's or Merger Subsidiary's use of, any such information, including any information, documents, projections, forecasts or other material made available to Parent or Merger Subsidiary in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless, and then only to the extent that, any such information is expressly included in a representation or warranty contained in Article 4 or in any certificate delivered hereunder with respect thereto (but without limiting any representations and warranties in any other Transaction Documents).

(c) The Company acknowledges, agrees and represents that, except for the representations and warranties contained in Article 5, and in any other Transaction Documents, none of Parent, Merger Subsidiary or any other Person on behalf of Parent or Merger Subsidiary makes, and the Company is not relying on, any other express or implied representation or warranty with respect to Parent or Merger Subsidiary or with respect to any other information made available to the Company in connection with the transactions contemplated by this Agreement (including the accuracy or completeness thereof). None of Parent, Merger Subsidiary or any other Person will have or be subject to any liability to the Company or any other Person resulting from the distribution to the Company, or the Company's use of, any information, unless, and then only to the extent that, any such information is expressly included in a representation or warranty contained in Article 5 or in any certificate delivered hereunder with respect thereto (but without limiting any representations and warranties in any other Transaction Documents).

Section 11.12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 11.13. Specific Performance.

(a) The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the Merger and the other transactions contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 11.08 without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement and any other agreement executed in connection herewith, at law or in equity, and the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, neither the Company nor Parent would have entered into this Agreement. The parties hereby further acknowledge and agree that such relief shall include the right of the Company to cause Parent and Merger Subsidiary, and of Parent and Merger Subsidiary to cause the Company, to consummate the Merger and perform their other obligations under Article 2 of this Agreement, in each case, if each of the conditions set forth in

Section 9.01 and Section 9.02 (in the case of Parent and Merger Subsidiary's obligations) or Section 9.01 and Section 9.03 (in the case of the Company's obligations) have been satisfied or waived (other than conditions which by their nature cannot be satisfied until Closing, but subject to the satisfaction or waiver of those conditions at Closing). Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties hereto have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity.

(b) The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.13 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 11.14. Financing Matters. Notwithstanding anything in this Agreement to the contrary, the Company on behalf of itself, its Subsidiaries and each of its controlled Affiliates hereby: (a) agrees that any claim, audit, action, suit, investigation or other proceeding (a "**Proceeding**"), whether in law or in equity, whether in contract or in tort or otherwise, involving the Financing Parties, arising out of or relating to, this Agreement, the Financing or any of the agreements entered into in connection with the Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Manhattan, New York, New York, so long as such forum is and remains available, and any appellate court thereof and each party hereto irrevocably submits itself and its property with respect to any such Proceeding to the exclusive jurisdiction of such court, (b) agrees that any such Proceeding shall be governed by the laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another state), except as otherwise provided in any definitive document or agreement relating to the Financing, (c) agrees not to bring or support or permit any of its controlled Affiliates to bring or support any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Party in any way arising out of or relating to, this Agreement, the Financing, or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any federal or state court in the Borough of Manhattan, New York, New York, (d) agrees that service of process upon the Company, its Subsidiaries or its controlled Affiliates in any such Proceeding or proceeding shall be effective if notice is given in accordance with Section 11.01, (e) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Proceeding in any such court, (f) knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable law trial by jury in any Proceeding brought against the Financing Parties in any way arising out of or relating to, this Agreement, the Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, (g) agrees that none of the Financing Parties will have any liability to the Company or any of its Subsidiaries or any of their respective controlled Affiliates or Representatives (in each case, other than Parent, Merger Subsidiary or their respective Subsidiaries) relating to or arising out of this Agreement, the Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise, and waives any and all claims and causes of action against the Financing Parties in any way relating to or arising out of the foregoing, and (h) agrees that the Financing Parties are express third party beneficiaries of, and may enforce, any of the provisions of this Section 11.14, and that such provisions and the definitions of "Financing Entities" and "Financing Parties" (and any other provisions of this Agreement to the extent a modification thereof would affect the substance of any of the foregoing) shall not be amended in any way adverse to any Financing Party without the prior written consent of each related Financing Entity.

(The remainder of this page has been intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date set forth on the cover page of this Agreement.

EVO PAYMENTS, INC.

By: /s/ James G. Kelly
Name: James G. Kelly
Title: Chief Executive Officer

GLOBAL PAYMENTS INC.

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

FALCON MERGER SUB INC.

By: /s/ David L. Green
Name: David L. Green
Title: President, Treasurer and Secretary

Exhibit A

Amended and Restated Certificate of Incorporation of Surviving Corporation

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

EVO PAYMENTS, INC.

ARTICLE I

The name of the corporation is EVO Payments, Inc. (the "Corporation").

ARTICLE II

The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801; and the name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 100,000 shares of capital stock, all of which 100,000 shares shall be shares of common stock, par value $0.0001 per share (the "Common Stock"). The Corporation may, but shall not be required to, issue fractions of a share.

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of the Common Stock shall have one vote and the Common Stock shall vote together as a single class.

ARTICLE V

Any one or more directors may be removed, with or without cause, by the vote or written consent of the holders of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to be voted in the election of directors.

ARTICLE VI

In furtherance and not in limitation of those powers conferred by law, the board of directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the by-laws of the Corporation (the "By-Laws").

ARTICLE VII

Meetings of the stockholders shall be held at such place, within or without the State of Delaware as may be designated by, or in the manner provided in, the By-Laws or, if not so designated, at the registered office of the Corporation in the State of Delaware. Elections of directors need not be by written ballot unless and to the extent that the By-Laws so provide.

ARTICLE VIII

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereinafter prescribed by law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE IX

No director shall have any personal liability to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director by reason of any act or omission occurring subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for liabilities of a director imposed by Section 174 of the General Corporation Law of the State of Delaware (the "DGCL") or (d) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended. Any repeal or modification of this provision shall not adversely affect any right or protection of a director of the Corporation with respect to any act or omission occurring prior to the repeal or modification of this provision.

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which applicable law permits the Corporation to provide indemnification and advancement of expenses) through provisions of the By-Laws, agreements with such persons, vote of stockholders or disinterested directors, or otherwise. Any repeal or modification of this provision shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Exhibit B

Amended and Restated Bylaws of Surviving Corporation

AMENDED AND RESTATED

BY-LAWS

of

EVO PAYMENTS, INC.

dated as of [●]

TABLE OF CONTENTS

ARTICLE I
OFFICES

SECTION 1. REGISTERED OFFICE – The address, including street, number, city, and county, of the registered office of EVO Payments, Inc. (the "Corporation") in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801; and the name of the registered agent of the corporation in the State of Delaware at such address is The Corporation Trust Company.

SECTION 2. OTHER OFFICES – The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS – Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. SPECIAL MEETINGS – Special meetings of the stockholders for any purpose or purposes may be called by the Chairman, the President or the Secretary, or by resolution of a majority of the Board of Directors.

SECTION 3. VOTING – Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4. QUORUM – Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. NOTICE OF MEETINGS – Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ACTION WITHOUT MEETING – Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III
DIRECTORS

SECTION 1. NUMBER AND TERM – The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than one person and up to five persons. The exact number of directors shall initially be one and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS – Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES – If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4. REMOVAL – Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for such purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5. COMMITTEES – The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in theseBy-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation.

SECTION 6. MEETINGS – The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman or the President, or by the Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the notice of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 7. QUORUM – A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 8. COMPENSATION – Directors shall not receive any stated salary for their services as directors or as members of committees, but, by resolution of the Board of Directors, a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9. ACTION WITHOUT MEETING – Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV
OFFICERS

SECTION 1. OFFICERS – The officers of the Corporation shall be a President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Vice Presidents, Assistant Secretaries and Assistant Treasurers as it may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 2. PRESIDENT – The President shall be the Chief Operating Officer of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation.

SECTION 3. VICE PRESIDENTS – Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4. TREASURER – The Treasurer shall be the Chief Financial Officer of the Corporation. He or she shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman, or the President, taking proper vouchers for such disbursements. He or she shall render to the Chairman, the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 5. SECRETARY – The Secretary shall give, or cause to be given, notice of all meetings of stockholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman or the President.

SECTION 6. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES – Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V
MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK – Shares of the Corporation's stock may be certificated or uncertificated. Any or all of the signatures on any certificated shares may be by facsimile. In case any officer, transfer agent or registrar who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be an officer, transfer agent or registrar of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature shall have been used thereon had not ceased to be an officer, transfer agent or registrar of the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2. LOST CERTIFICATES – A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES – The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and, upon such transfer, the old certificates shall be surrendered to the Corporation by the

delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE – In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS – Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6. FISCAL YEAR – The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 7. CHECKS – All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 8. NOTICE AND WAIVER OF NOTICE – Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required

to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

SECTION 1. INDEMNIFICATION – The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), any person (an "Indemnitee") who was or is made, or is threatened to be made, a party or is otherwise involved (including, without limitation, involvement as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or an officer of the Corporation or, while a director or an officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, member, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other enterprise (including, but not limited to, service with respect to employee benefit plans) (any such entity, an "Other Entity"), whether the basis of such Proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, against all liability and loss suffered (including, but not limited to, expenses (including, but not limited to, attorneys' fees and expenses), judgments, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by such Indemnitee in connection with such Proceeding). Notwithstanding the preceding sentence, the Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors or the Proceeding (or part thereof) relates to the enforcement of the Corporation's obligations under this Article VI, Section 1. Any person serving as a director, officer, employee, member, trustee, administrator, employee or agent of an Other Entity whose equity or other interests are owned by the Corporation shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

SECTION 2. ADVANCEMENT OF EXPENSES – The Corporation shall to the fullest extent not prohibited by applicable law pay, on an as-incurred basis, all expenses (including, but not limited to attorneys' fees and expenses) incurred by an Indemnitee in investigating, responding to, defending or testifying in any Proceeding in advance of its final disposition (as defined below). Such advancement shall be unconditional, unsecured and interest free and shall be made without regard to Indemnitee's ability to repay any expenses advanced; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final judicial decision of the Proceeding from which there is no right to appeal ("final disposition") shall be made only upon receipt of an unsecured undertaking by the Indemnitee to repay all amounts advanced if it should be ultimately determined by final disposition that the Indemnitee is not entitled to be indemnified under this Article VI or otherwise.

SECTION 3. CLAIMS – If a claim for indemnification (following the final disposition of such proceeding) or advancement of expenses under this Article VI is not paid in full within thirty days, or, in the case of advancement of expenses, fifteen days, *provided* that Indemnitee has delivered the undertaking contemplated by Article VI, Section 2, if required, after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 4. INSURANCE – The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, member, trustee or agent of an Other Entity, against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VI or the Delaware General Corporation Law (the "DGCL").

SECTION 5. SURVIVAL; NON-EXCLUSIVITY OF RIGHTS – The rights conferred on any Indemnitee by this Article VI shall continue as to a person who has ceased to be a director or officer of the Corporation and are not exclusive of other rights arising under the Certificate of Incorporation, any bylaw, agreement, vote of directors or stockholders or otherwise. Any such rights shall inure to the benefit of the heirs and legal representatives of such Indemnitee. The Corporation may enter into agreements with any Indemnitee for the purpose of providing for indemnification or advancement of expenses.

SECTION 6. OTHER SOURCES; AMOUNTS RECEIVED FROM AN OTHER ENTITY – The Corporation shall (i) be the indemnitor of first resort (i.e., its obligations to an Indemnitee shall be primary and any obligation of other entities or persons with respect to which an Indemnitee may have rights to indemnification, advancement of expenses and/or insurance for the same liability, loss or expenses incurred by such Indemnitee (the "Secondary Indemnitors"), is secondary), and (ii) subject to the delivery of the undertaking contemplated by Article VI, Section 2, if required, be required to advance the full amount of expenses incurred by a Indemnitee and shall be liable for the full amount of all liabilities, losses and expenses as required by the terms of this Article VI, without regard to any rights an Indemnitee may have against any Secondary Indemnitor. Notwithstanding the foregoing, the Corporation's obligation, if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at the Corporation's request as a director, officer, employee, member, trustee or agent of an Other Entity shall be reduced by any amount such Indemnitee may collect as indemnification or advancement of expenses from such Other Entity.

SECTION 7. AMENDMENT OR REPEAL – All rights to indemnification under this Article VI shall be deemed to be a contract between the Corporation and each director or officer of the Corporation or legal representative thereof who serves or served in such capacity at any time while this Article VI is in effect. Any right to indemnification or to advancement of expenses of any Indemnitee arising hereunder shall not be diminished, eliminated or impaired by an amendment to or repeal of this Article VI or an amendment to or repeal of relevant provisions of the DGCL or any other applicable laws after the occurrence of the act or omission that is the subject of the Proceeding or other matter for which indemnification or advancement of expenses is sought.

SECTION 8. OTHER INDEMNIFICATION AND ADVANCEMENT OF EXPENSES – This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitees when and as authorized by appropriate corporate action.

SECTION 9. RELIANCE – Indemnitees who after the date of the adoption of this Article VI become or remain an Indemnitee described in Article VI, Section 1 will be conclusively presumed to have relied on the rights to indemnity, advancement of expenses and other rights contained in this Article VI in entering into or continuing the service. The rights to indemnification and to the advancement of expenses conferred in this Article VI will apply to claims made against any Indemnitee described in Article VI, Section 1 arising out of acts or omissions that occurred or occur either before or after the adoption of this Article VI in respect of service as a director or officer of the corporation or other service described in Article VI, Section 1.

SECTION 10. SUCCESSFUL DEFENSE – In the event that any proceeding to which an Indemnitee is a party is resolved in any manner other than by adverse judgment against the Indemnitee (including, without limitation, settlement of such proceeding with or without payment of money or other consideration) it shall be

presumed that the Indemnitee has been successful on the merits or otherwise in such proceeding for purposes of Section 145(c) of the DGCL. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

ARTICLE VII
AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present, or by unanimous written consent in accordance with the DGCL, alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

Exhibit 10.1

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement") is made and entered into as of August 1, 2022 by and among Global Payments Inc., a Georgia corporation ("Parent"), Falcon Merger Sub Inc., a Delaware corporation and wholly owned Subsidiary of Parent ("Merger Sub"), EVO Payments, Inc., a Delaware corporation (the "Company") and each of the undersigned stockholders of the Company (the "Stockholders" and together with Parent, Merger Sub, and the Company, each a "Party" and, together, the "Parties"). Capitalized terms used but not defined herein have the meanings ascribed to such terms as set forth in the Merger Agreement (defined below).

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), providing for, among other things, the acquisition of the Company by Parent, by means of a merger (the "Merger") of Merger Sub with and into the Company pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, each Stockholder is, as of the date hereof, the beneficial owner (as defined in Rule13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which meaning will apply for all purposes of this Agreement; provided, that all options, warrants, restricted stock units and other convertible securities are included even if not exercisable within sixty (60) days of the date hereof) of the number of shares of Company Stock and the number of Common Units, in each case, as set forth opposite the name of such Stockholder on Schedule A hereto; and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Merger Sub have required the Stockholders, and in order to induce Parent and Merger Sub to enter into the Merger Agreement, each Stockholder (solely in the Stockholder's capacity as the beneficial owner of the Subject Securities) has agreed to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the Subject Securities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following respective meanings:

   (a) "Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Company.

   (b) "Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Company.

   (c) "Class C Common Stock" means the Class C common stock, par value $0.0001 per share, of the Company.

(d) "Class D Common Stock" means the Class D common stock, par value $0.0001 per share, of the Company.

(e) "Common Unit" has the meaning ascribed to such term in the OpCo LLC Agreement.

(f) "Company Common Stock" means the Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock.

(g) "Company Stock" means the Preferred Stock and Company Common Stock.

(h) "Exchange Agreement" means that certain Exchange Agreement, dated as of May 22, 2018 by and among the Company, EVO Investco, LLC and the holders of Company Common Stock and other Persons party thereto, as amended on November 5, 2018 and as it may be further amended, supplemented or otherwise modified as of the date hereof.

(i) "Lien" means any lien, encumbrance, hypothecation, adverse claim, charge, mortgage, security interest, pledge or option, proxy, right of first refusal or first offer, preemptive right, deed of trust, servitude, voting trust, transfer restriction or any other similar restriction.

(j) "OpCo LLC Agreement" means that certain Second Amended and Restated Limited Liability Company Agreement of EVO Investco, LLC, dated as of May 22, 2018 as amended on April 21, 2020 and as further amended, supplemented or otherwise modified as of the date hereof.

(k) "Paired Interests" has the meaning ascribed to such term in the Exchange Agreement.

(l) "Permitted Lien" means any (i) Lien arising under this Agreement and (ii) any applicable restrictions on transfer under the Securities Act of 1933.

(m) "Preferred Stock" means the shares of preferred stock, par value $0.0001 per share, of the Company, including the Series A Convertible Preferred Stock.

(n) "Series A Convertible Preferred Stock" means the Series A Convertible Preferred Stock, par value $0.0001 per share, of the Company.

(o) "Subject Securities" means with respect to each Stockholder, (i) all Company Stock and Common Units set forth opposite such Stockholder's name on Schedule A to this Agreement, and (ii) all additional Company Stock, Common Units or other capital stock or voting or equity securities of the Company or OpCo LLC of which such Stockholder or its Affiliates acquires record or beneficial ownership during the period from the date of this Agreement through and including the Support Termination Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, vesting of, settlement or exercise of or exchange of Company Stock, Paired Interests, Company Equity Awards or other conversion or exercise of any convertible or derivative securities).

(p) "Support Termination Date" means the earliest to occur of (i) the Effective Time of the Merger; (ii) the date on which the Merger Agreement is validly terminated pursuant to Article 10 in accordance with its terms; (iii) the termination of this Agreement by mutual written consent of the Parties, or (iv) the date of any modification, waiver or amendment to any provision of the Merger Agreement effected without each Stockholder's consent that (x) decreases the amount or changes the form, of Merger Consideration or (y) extends the End Date (other than in accordance with Section 10.01(b)(i) of the Merger Agreement).

(q) "Transfer" A Person shall be deemed to have effected a "Transfer" of a Subject Security if such Person, directly or indirectly, in whole or in part, whether or not for value and whether voluntary or involuntary, (i) sells, pledges, creates a Lien with respect to (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assigns, exchanges, grants an option with respect to, transfers, gifts, distributes, dividends, disposes of (by merger, by testamentary disposition, by operation of law or otherwise) or enters into any derivative or hedging arrangement with respect to such Subject Security or any interest therein, whether or not for value, (ii) enters into an agreement, swap, arrangement, understanding or commitment providing for the sale, pledge, creation of a Lien (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assignment, exchange, transfer, gift, disposition of or any derivative or hedging arrangement with respect to, or grant of an option with respect to, such Subject Security or any interest therein, (iii) deposits (or permits the deposit of) a Subject Security in a voting trust, or grants any proxy or power of attorney or enters into any voting agreement, arrangement, understanding or commitment with respect to any Subject Security (other than this Agreement) or (iv) agrees or commits (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii).

(r) "Willful and Material Breach" means a material breach of, or a material failure to perform, any covenant, representation, warranty or agreement set forth in this Agreement, in each case that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with the actual knowledge that the taking of or failure to take such act would, or would be reasonably expected to, result in, constitute or cause a breach of this Agreement.

2. Transfer of Subject Securities.

(a) Transfer Restrictions and Transfer of Voting Rights. Except as expressly contemplated by this Agreement or the Merger Agreement, prior to the Support Termination Date, each Stockholder shall not, and shall cause each of its controlled Affiliates not to, (i) Transfer (or permit or cause the Transfer of) any of such Stockholder's Subject Securities or (ii) deposit (or permit the deposit of) any of such Stockholder's Subject Securities in a voting trust, or grant any proxy or power of attorney or enter into any voting agreement with respect to any of such Stockholder's Subject Securities. Any action taken in violation of the foregoing sentence shall be null and void *ab initio* and such Stockholder agrees that any such prohibited action may and should be enjoined. If any involuntary Transfer of any Subject Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees from the Stockholder ("Direct Transferees") and any and all transferees ("Indirect Transferees") of any Direct Transferee or any other Indirect Transferee) shall take and hold such Subject Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until terminated in accordance with the terms hereof, and, as used herein (other than in Section 9 or where the context suggests otherwise), the term "Stockholder" shall include such Direct Transferees and Indirect Transferees. At all times commencing with the execution and delivery of this Agreement and continuing until the Support Termination Date, in furtherance of this Agreement, each Stockholder hereby authorizes the Company to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Securities (and that this Agreement places limits on the voting and transfer of such Subject Securities).

(b) Exceptions. Notwithstanding the foregoing, each Stockholder may make (i) Transfers of Subject Securities by will or for bona fide estate planning purposes so long as such Stockholder or the trustee of any trust established by such Stockholder maintains full voting power with respect to any transferred Subject Securities, (ii) with respect to such Stockholder's Company Option Awards which expire (x) on or prior to the termination of the Merger Agreement or (y) prior to the Effective Time, Transfers to the Company or cancellations, of the underlying shares of Company Common Stock (A) in payment of the exercise price of such Stockholder's Company Options Awards and (B) in order to satisfy taxes applicable to the exercise of such Stockholder's Company Option Awards, (iii) with respect to such Stockholder's Company RSU Awards or Company PSU Awards, as applicable, Transfers to the Company or cancellations, of the underlying shares of Company Common Stock for the net settlement of such Company RSU Awards or Company PSU Awards in order to satisfy any tax withholding obligation, (iv) Transfers of Subject Securities to (x) any controlled Affiliate of such Stockholder, so long as such Stockholder or the trustee of any trust established by such Stockholder maintains full voting power with respect to any transferred Subject Securities or (y) any private equity fund advised by Madison Dearborn Partners, LLC that owns equity interests in such Stockholder, and (v) pledges of Subject Securities as security pursuant to a margin loan or swap/hedge in the ordinary course of business solely if the Stockholders retain their right to vote all of the Subject Securities subject to those arrangements in accordance with the provisions of this Agreement, and in each case of the foregoing clauses (i) through (v), so long as (I) any such transferee or pledgee shall agree and deliver to Parent and Merger Sub in writing a joinder in form and substance reasonably satisfactory to Parent and Merger Sub pursuant to which such transferee agrees to be bound by and comply with this Agreement at least two (2) Business Days prior to the consummation of any such transfer; and (II) such Transfer is otherwise permitted pursuant to the Company Charter, Company Bylaws, OpCo LLC Agreement and Applicable Law. Notwithstanding any provision of this Agreement to the contrary, (i) each Stockholder shall remain responsible for any breach of this Agreement by any permitted transferee and (ii) Transfers of the equity of the Stockholder or the equity of any of its direct or indirect equityholders (including purchases or acquisitions by the Stockholder of its own equity from current or former officers, directors, managers or employees of the Stockholder or its Affiliates or the Company or its Subsidiaries) shall not be considered a Transfer of Shares that is prohibited hereunder. During the term of this Agreement, the Company will not register or otherwise recognize the transfer (book-entry or otherwise) of any Subject Securities or any certificate or uncertificated interest representing any of such Stockholder's Subject Securities, except as permitted by, and in accordance with, this Section 2.

3. Agreement to Vote Securities, Exchange of Paired Interests; Proxy.

(a) Agreement to Vote and Approve. Each Stockholder irrevocably and unconditionally agrees until the Support Termination Date, at any annual and/or special meeting of the Company called with respect to the following matters, and at every adjournment or postponement thereof, and on every action or approval of the Company stockholders with respect to any of the following matters, to appear or cause the holder of record to appear at the meeting or otherwise cause the Subject Securities to be present thereat for purposes of establishing a quorum and vote or cause the holder of record to vote the Subject Securities (in each case including via proxy or written consent): (i) in favor of (A) the approval and adoption of the Merger Agreement and any transactions contemplated by the Merger Agreement, and (B) any proposal effected pursuant to the Merger Agreement to adjourn or postpone such meeting of stockholders of the Company to a later date; and (ii) against (A) any action, proposal, transaction, or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the adoption of the Merger Agreement or the timely consummation of the Merger or the fulfillment of the Company's, Parent's or Merger Sub's conditions to Closing under the Merger Agreement or result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement or of a Stockholder contained in this Agreement, (B) any Acquisition Proposal or any action with the intention to further any Acquisition Proposal, and (C) any reorganization, dissolution, liquidation, winding up or similar extraordinary transaction involving the Company or OpCo LLC (except as contemplated by the Merger Agreement). Any written consent shall be given in accordance with such procedures relating thereto so as to ensure that it is duly counted for purposes of recording the results of such consent.

(b) Proxy Voting. Prior to the Support Termination Date, each Stockholder shall execute and deliver (or cause the holders of record of the Subject Securities to execute and deliver), within eight (8) Business Days of receipt, any proxy card or voting instructions it receives that is sent by the Company to its stockholders soliciting proxies with respect to any matter described in Section 3(a) which shall be voted in the manner described in Section 3(a).

(c) Exchange of Paired Interests. Each Stockholder irrevocably and unconditionally agrees: (i) that the Merger is a Disposition Event (as defined in the Exchange Agreement) that has been approved by the Company Board; (ii) that such Stockholder's execution of this Agreement constitutes such Stockholder's delivery of a Paired Interest Exchange Notice (as defined in the Exchange Agreement), effecting, automatically and without further action on the part of any Party, an exchange of all of the Stockholder's Paired Interests in accordance with the terms of Section 2.04(a) and Section 2.01(f)(i) of the Exchange Agreement, and that such exchange shall be effective immediately prior to and conditioned upon the Closing (and prior to the Support Termination Date, such Stockholder shall not, and hereby waives any right to, withdraw such Paired Interest Exchange Notice pursuant to Section 2.01(f)(i)), following which the shares of Class A Common Stock issued upon such exchange will be converted into the right to receive the Merger Consideration pursuant to, and in accordance with the terms of, the Merger Agreement; (iii) during the term of this Agreement until the Support Termination Date, not to knowingly take any action that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the exchange of the Paired Interests in accordance with the terms of Section 2.04(a) of the Exchange Agreement as contemplated by this Agreement or deliver any Paired Interest Exchange Notice (as defined in the Exchange Agreement), except as contemplated by the foregoing clause (ii); and (iv) not to request, and hereby irrevocably and unconditionally waives, any rights to have any Company Stock delivered pursuant to an effective registration statement under the Securities Act.

4. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, each Stockholder is entering into this Agreement solely in such Stockholder's capacity as a holder of the Subject Securities and not in such Stockholder's capacity as a director, officer or employee of the Company or any of its Subsidiaries. For the avoidance of doubt, notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or shall require any Stockholder or any partner, officer, employee or Affiliate of Stockholder to attempt to) limit or restrict any actions or omissions of a director, officer or employee of the Company or any of its Subsidiaries (solely taken in his or her capacity as such), including, without limitation, in the exercise of his or her fiduciary duties as a director, officer or employee of the Company or any of its Subsidiaries or prevent or be construed to create any obligation on the part of any director, officer or employee of the Company or any of its Subsidiaries from taking any action solely in his or her capacity as such director, officer or employee and no action taken solely in his or her capacity as such director, officer or employee shall be deemed to constitute a breach of this Agreement.

5. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, Merger Sub or the Company any direct or indirect ownership or incidence of ownership of or with respect to any Subject Securities or to create or form a "group" for purposes of the Exchange Act. All rights, ownership and economic benefits of and relating to the Subject Securities shall remain vested in and belong to the Stockholders, and neither Parent nor Merger Sub shall have the authority by virtue of this Agreement or the transactions to be consummated pursuant hereto to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholders in the voting of any of the Subject Securities to the extent such Subject Securities are entitled to be voted, except as otherwise expressly provided herein.

6 . No Exercise of Appraisal Rights; Waiver of Certain Actions . Such Stockholder irrevocably waives and agrees not to exercise any appraisal rights or dissenters' rights pursuant to Section 262 of the Delaware Law or otherwise in respect of such Stockholder's Subject Securities that may arise in connection with the Merger.

7 . Documentation and Information. Such Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent and the Company (such consent not to be unreasonably withheld, conditioned or delayed), except as may be required by Applicable Law. In the event such Stockholder amends their Schedule 13D or Schedule 13G filed with the SEC to disclose this Agreement, such Stockholder shall provide a draft of such amendment to Parent and Merger Sub and consider any reasonable comments in good faith prior to such filing. Such Stockholder consents to and hereby authorizes the Company, Parent and Merger Sub or their respective Affiliates to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that the Company, Parent or Merger Sub or their Affiliates reasonably determines to be necessary in connection with the Merger Agreement, the Merger and any of the other transactions contemplated by this Agreement or the Merger Agreement, in each case regarding such Stockholder's identity and ownership of the Subject Securities, the existence of this Agreement, the nature of such Stockholder's commitments and obligations under this Agreement and the Merger Agreement and any other information that Parent or the Company reasonably determines is required to be disclosed by Applicable Law, and such Stockholder acknowledges that Parent, Merger Sub and the Company, in Parent's or the Company's sole discretion, as applicable, may file this Agreement or a form hereof with the SEC or any other Governmental Authority. Such Stockholder agrees to promptly give Parent and the Company any information they may reasonably request for the preparation of any such disclosure documents. Nothing set forth herein shall limit any disclosure by any Stockholder to its or its Affiliates' general or limited partners or its, its Affiliates' or their respective general or limited partners' partners, officers, directors, employees, Affiliates, investment bankers, attorneys, accountants or other advisors or representatives, in each case, on a confidential basis.

8. Acquisition Proposals. Each Stockholder agrees that it will not (and will cause its controlled Affiliates not to), directly or indirectly, and will not (and to cause its controlled Affiliates not to) authorize, instruct or knowingly permit any investment banker, attorney or other advisor or other Representative to act on such Stockholder's behalf to take any action that the Company or its Representatives are prohibited from taking pursuant to Section 6.03 of the Merger Agreement; provided, that to the extent that the Company is expressly permitted to take any action or not prohibited from taking any action pursuant to Section 6.03 of the Merger Agreement, each Stockholder and its investment bankers, attorneys and other advisors and other Representatives also shall be so permitted or not prohibited.

9 . Representations and Warranties of the Stockholders. Each Stockholder hereby severally and not jointly represents and warrants to Parent, Merger Sub and the Company as follows:

(a) Power; Binding Agreement. Such Stockholder has full power and authority to execute and deliver this Agreement, to perform such Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. Such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of his, her or its obligations hereunder and the consummation by such Stockholder of the transactions contemplated hereby have been duly and validly authorized by such Stockholder and no other actions or proceedings on the part of such Stockholder are

necessary to authorize the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder or the consummation by such Stockholder of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, Merger Sub and the Company, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no Permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder and the consummation by such Stockholder of the transactions contemplated hereby. None of the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder or the consummation by the Stockholder of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to such Stockholder; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's properties or assets may be bound; (iii) result (with or without notice or lapse of time or both) in the creation or imposition of any Lien of any kind on the Subject Securities or any asset of such Stockholder (other than a Permitted Lien); or (iv) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or laws applicable to such Stockholder or any of such Stockholder's properties or assets, except, in the case of clauses (ii), (iii) and (iv), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of such Stockholder to perform its obligations hereunder.

(c) Ownership of Company Stock and Paired Interests. Such Stockholder is the sole beneficial owner of the number of shares of each class and series of Company Stock, Common Units, Company Equity Awards and other capital stock or voting or equity securities of the Company or OpCo LLC set forth opposite such Stockholder's name on Schedule A, all of which are free and clear of any Liens (other than those (i) created by this Agreement or (ii) arising under applicable securities laws); and (ii) does not own, beneficially or otherwise, any Company Securities or Subsidiary Securities (including any Company Equity Awards) other than those described in the preceding clause (i). As of the date hereof, such Stockholder has not entered into any agreement to Transfer such Subject Securities. Such Stockholder is as of the date of this Agreement and, with respect to any Subject Securities acquired after the date of this Agreement, will be as of the date of such acquisition, the beneficial owner of such Subject Securities, and has (or will have) good and marketable title free and clear of any and all Liens (other than those (i) created by this Agreement or (ii) arising under applicable securities laws).

(d) Voting and Disposition Power. Such Stockholder has full and sole voting power with respect to the Subject Securities and full and sole power of disposition, full and sole power to issue instructions with respect to the matters set forth herein and full and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Securities. None of the Subject Securities are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Securities.

(e) Reliance. Such Stockholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that such Stockholder desired, such Stockholder availed itself of such right and opportunity and such Stockholder is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. Such Stockholder understands and acknowledges that the Company, Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement and the representations and warranties of such Stockholder contained herein.

(f) Absence of Litigation. With respect to such Stockholder, as of the date hereof, there is no action, suit, Claim, proceeding, charge, arbitration or investigation pending against, or, to the knowledge of such Stockholder, threatened in writing against such Stockholder or any of such Stockholder's properties or assets (including the Subject Securities) that would reasonably be expected to prevent or materially delay or materially impair the consummation by such Stockholder of the transactions contemplated by this Agreement or otherwise materially impair such Stockholder's ability to perform its obligations hereunder.

(g) Brokers. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission to be paid by the Company or its Subsidiaries in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

10. Representations and Warranties of Parent and Merger Sub. Parent and Merger Sub represent and warrant to the Stockholders as follows:

(a) Power; Binding Agreement. Each of Parent and Merger Sub has full power and authority to execute and deliver this Agreement, to perform its respective obligations hereunder and to consummate the transactions contemplated hereby. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by Parent and Merger Sub of this Agreement, the performance by each of Parent and Merger Sub of its respective obligations hereunder and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly and validly authorized by each of Parent and Merger Sub and no other actions or proceedings on the part of Parent or Merger Sub are necessary to authorize the execution and delivery by Parent or Merger Sub of this Agreement, the performance by either Parent or Merger Sub of its respective obligations hereunder or the consummation by Parent or Merger Sub of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Merger Sub, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholders and the Company, constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by Parent or Merger Sub of this Agreement, the performance by each of Parent or Merger Sub of its respective obligations hereunder and the consummation by Parent or Merger Sub of the transactions contemplated hereby. None of the execution and delivery by Parent or Merger Sub of this Agreement, the performance by each of Parent or Merger Sub of its respective obligations hereunder or the consummation by Parent or Merger Sub of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to Parent or Merger Sub; (ii) result in

(with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of Parent's or Merger Sub's properties or assets may be bound; or (iii) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or laws applicable to Parent or Merger Sub or any of Parent's or Merger Sub's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of each of Parent or Merger Sub to perform its respective obligations hereunder.

11. Representations and Warranties of the Company. The Company represents and warrants to the Stockholders as follows:

(a) Power; Binding Agreement. The Company has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in such jurisdiction). The execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by the Company and no other actions or proceedings on the part of the Company are necessary to authorize the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholders and Parent, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby. None of the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to the Company; (ii) result (with or without notice or lapse of time or both) in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which the Company is a party or by which the Company or any of the Company's properties or assets may be bound; or (iii) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or law applicable to the Company or any of the Company's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of the Company to perform its obligations hereunder.

12. Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill such Party's obligations under this Agreement.

13. Termination.

(a) Subject to Section 13(c), this Agreement shall automatically and immediately terminate as of the Support Termination Date, without the need for any further action on the part of (or notice to) any Party or other Person.

(b) Subject to Section 13(c), following the termination of this Agreement, all obligations of each of the Parties under this Agreement will terminate, without any liability or other obligation on the part of any Party to any Person in respect of this Agreement or the obligations hereunder, and no Party shall have any Claim against another Party (and no Person shall have any rights against another Party hereto), whether under contract, tort or otherwise, with respect to this Agreement or the obligations under this Agreement. Notwithstanding the foregoing, nothing in this Agreement or any termination of this Agreement shall relieve any Party from liability from any Willful and Material Breach of this Agreement prior to such termination; provided, that in the event the Effective Time shall have occurred, no Stockholder shall have any liability or other obligation hereunder whatsoever, including with respect to any Willful and Material Breach occurring prior thereto (other than any breach of Stockholder's covenant in Section 6 and Section 14).

(c) Section 6, Section 13(b), Section 14, Section 15, and Section 16 shall survive the termination of this Agreement, and shall continue to apply to and bind each Party hereto in accordance with their terms upon and following termination of the rights and obligations of a party to this Agreement.

14. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees and expenses, whether or not the Merger or the transactions contemplated by this Agreement are consummated.

15. Related Party Agreements. Each Stockholder acknowledges and agrees that the Contracts set forth on Schedule B hereto will be terminated, without any further rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto (or, for those Contracts that cannot be terminated, acknowledges and agrees to waive all rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto that are a Party to this Agreement), effective and conditioned upon the occurrence of the Effective Time (excluding, for the avoidance of doubt, (i) any confidentiality or similar obligations applicable to such Stockholder or its Affiliates thereunder and (ii) any indemnification or contribution obligations in favor of such Stockholder or its Affiliates or any of their respective officers, directors or employees thereunder that survives any such termination in accordance with its terms, in each case of clauses (i) and (ii), which shall survive such termination in accordance with its terms).

16. Miscellaneous Provisions.

(a) Amendment and Waivers. Any provision of this Agreement may be amended or waived at any time prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(b) Entire Agreement. This Agreement, the Merger Agreement (including any exhibits hereto), the Exchange Agreement and other agreements among the Parties as contemplated by or referred to herein and therein constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

(c) Governing Law. This Agreement and all Claims and causes of action hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

(d) Consent to Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the purposes of any suit, action or other proceeding arising out of or related to this Agreement, the other agreements contemplated hereby or any transaction contemplated hereby (or, solely if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any such suit, action or other proceeding, any state or federal court within the State of Delaware) (the "Chosen Court"). Each of the Parties agrees to commence any action, suit or proceeding relating hereto in the applicable Chosen Court pursuant to the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the applicable Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties irrevocably waives any objections or immunities to jurisdiction to which it may otherwise be entitled or become entitled (including sovereign immunity, immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or relating to this Agreement or the transactions contemplated hereby which is instituted in any such court. Notwithstanding the foregoing, the Parties agree that a final trial court judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law; provided, however, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment. Each of the Parties agrees that service of process, summons, notice or document by registered mail addressed to it at the addresses set forth in Section 16(g) shall be effective service of process for any suit, action or proceeding brought in any such court.

(E) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE MERGER, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 16(d) without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement and any other agreement executed in connection herewith, at law or in equity, and the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. Each of the

Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 16(f) shall not be required to provide any bond or other security in connection with any such order or injunction.

(g) Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including email (provided, that such email states that it is a notice delivered pursuant to this Section 16(g))) and shall be given,

if to Parent or Merger Sub, to:

Global Payments Inc.
3550 Lenox Road
Atlanta, Georgia 30326
Attention: David Green
Email: [*****]

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

if to the Company, to:

EVO Payments, Inc.
Ten Glenlake Parkway
South Tower, Suite 950
Atlanta, Georgia 30328
Attention: Kelli E. Sterrett
Email: [*****]

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

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: Keith Townsend
Zach Cochran
Robert Leclerc
Email: KTownsend@KSLAW.com
ZCochran@KSLAW.com
RLeclerc@KSLAW.com

if to Stockholder, to:

Ten Glenlake Parkway
South Tower, Suite 950
Atlanta, Georgia 30328
Attention: James G. Kelley
Email: [*****]

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

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Richard J. Campbell, P.C.
Email: rcampbell@kirkland.com

and

Kirkland & Ellis LLP
601 Lexington Ave.
New York City, New York 10022
Attention: Rachael G. Coffey, P.C.
Email: rachael.coffey@kirkland.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

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

(i) Construction. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. The definition of terms herein shall apply equally to the singular and the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "shall" shall be construed to have the same meaning as the word "will". Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends, and such shall not mean simply "if". The word "or" shall not be exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Unless otherwise specified, references to any statute or law or any provision thereof shall be deemed to refer to such same as amended from time to time and to any rules or regulations promulgated

thereunder. References to any agreement or Contract are to that agreement or Contract as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to the date set forth in the preamble of this Agreement. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The measure of a period of one (1) month or year for purposes of this Agreement will be the date of the following month or year corresponding to the starting date; and, if no corresponding date exists, then the end date of such period being measured will be the next actual date of the following month or year (for example, one (1) month following February 18 is March 18 and one (1) month following March 31 is May 1). References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. Any references in this Agreement to "dollars" or "$" shall be to U.S. dollars. The terms "beneficially own," "beneficially owned" and "beneficial owner" shall each have a correlative meaning.

(j) Assignment. No party may assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the consent of each other party hereto; provided, that Parent or Merger Sub may assign this Agreement to any of its Affiliates in connection with the consummation of the Transactions (provided such assignment is in connection with an assignment of the Merger Agreement to the same Affiliate). No assignment by any Party shall relieve such Party of any of its obligations hereunder. Any purported assignment of this Agreement without the consent required by this Section 16(j) is null and void.

(k) Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Parties, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Delivery of an executed counterpart of a signature page to this Agreement by ".pdf" format, scanned pages or electronic signature such as DocuSign shall be effective as delivery of a manually executed counterpart to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed to be effective as of the date first above written.

PARENT:

GLOBAL PAYMENTS INC.

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

MERGER SUB:

FALCON MERGER SUB INC.

By: /s/ David L. Green
Name: David L. Green
Title: President, Treasurer and Secretary

COMPANY:

EVO PAYMENTS, INC.

By: /s/ James G. Kelly
Name: James G. Kelly
Title: Chief Executive Officer

STOCKHOLDERS:

JAMES G. KELLY GRANTOR TRUST DATED JANUARY 12, 2012

By: /s/ John Kelly
Name: John Kelly
Title: Trustee

/s/ James G. Kelly
James G. Kelly

Schedule A

[*****]

Schedule B

[*****]

Exhibit 10.2

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement") is made and entered into as of August 1, 2022 by and among Global Payments Inc., a Georgia corporation ("Parent"), Falcon Merger Sub Inc., a Delaware corporation and wholly owned Subsidiary of Parent ("Merger Sub"), EVO Payments, Inc., a Delaware corporation (the "Company") and each of the undersigned stockholders of the Company (the "Stockholders" and together with Parent, Merger Sub, and the Company, each a "Party" and, together, the "Parties"). Capitalized terms used but not defined herein have the meanings ascribed to such terms as set forth in the Merger Agreement (defined below).

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), providing for, among other things, the acquisition of the Company by Parent, by means of a merger (the "Merger") of Merger Sub with and into the Company pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, each Stockholder is, as of the date hereof, the beneficial owner (as defined in Rule13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which meaning will apply for all purposes of this Agreement; provided, that all options, warrants, restricted stock units and other convertible securities are included even if not exercisable within sixty (60) days of the date hereof) of the number of shares of Company Stock and the number of Common Units, in each case, as set forth opposite the name of such Stockholder on Schedule A hereto; and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Merger Sub have required the Stockholders, and in order to induce Parent and Merger Sub to enter into the Merger Agreement, each Stockholder (solely in the Stockholder's capacity as the beneficial owner of the Subject Securities) has agreed to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the Subject Securities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following respective meanings:

   (a) "Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Company.

   (b) "Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Company.

   (c) "Class C Common Stock" means the Class C common stock, par value $0.0001 per share, of the Company.

(d) "Class D Common Stock" means the Class D common stock, par value $0.0001 per share, of the Company.

(e) "Common Unit" has the meaning ascribed to such term in the OpCo LLC Agreement.

(f) "Company Common Stock" means the Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock.

(g) "Company Stock" means the Preferred Stock and Company Common Stock.

(h) "Exchange Agreement" means that certain Exchange Agreement, dated as of May 22, 2018 by and among the Company, EVO Investco, LLC and the holders of Company Common Stock and other Persons party thereto, as amended on November 5, 2018 and as it may be further amended, supplemented or otherwise modified as of the date hereof.

(i) "Lien" means any lien, encumbrance, hypothecation, adverse claim, charge, mortgage, security interest, pledge or option, proxy, right of first refusal or first offer, preemptive right, deed of trust, servitude, voting trust, transfer restriction or any other similar restriction.

(j) "OpCo LLC Agreement" means that certain Second Amended and Restated Limited Liability Company Agreement of EVO Investco, LLC, dated as of May 22, 2018 as amended on April 21, 2020 and as further amended, supplemented or otherwise modified as of the date hereof.

(k) "Paired Interests" has the meaning ascribed to such term in the Exchange Agreement.

(l) "Permitted Lien" means any (i) Lien arising under this Agreement and (ii) any applicable restrictions on transfer under the Securities Act of 1933.

(m) "Preferred Stock" means the shares of preferred stock, par value $0.0001 per share, of the Company, including the Series A Convertible Preferred Stock.

(n) "Series A Convertible Preferred Stock" means the Series A Convertible Preferred Stock, par value $0.0001 per share, of the Company.

(o) "Subject Securities" means with respect to each Stockholder, (i) all Company Stock and Common Units set forth opposite such Stockholder's name on Schedule A to this Agreement, and (ii) all additional Company Stock, Common Units or other capital stock or voting or equity securities of the Company or OpCo LLC of which such Stockholder or its Affiliates acquires record or beneficial ownership during the period from the date of this Agreement through and including the Support Termination Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, vesting of, settlement or exercise of or exchange of Company Stock, Paired Interests, Company Equity Awards or other conversion or exercise of any convertible or derivative securities).

(p) "Support Termination Date" means the earliest to occur of (i) the Effective Time of the Merger; (ii) the date on which the Merger Agreement is validly terminated pursuant to Article 10 in accordance with its terms; (iii) the termination of this Agreement by mutual written consent of the Parties, or (iv) the date of any modification, waiver or amendment to any provision of the Merger Agreement effected without each Stockholder's consent that (x) decreases the amount or changes the form, of Merger Consideration or (y) extends the End Date (other than in accordance with Section 10.01(b)(i) of the Merger Agreement).

(q) "Transfer" A Person shall be deemed to have effected a "Transfer" of a Subject Security if such Person, directly or indirectly, in whole or in part, whether or not for value and whether voluntary or involuntary, (i) sells, pledges, creates a Lien with respect to (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assigns, exchanges, grants an option with respect to, transfers, gifts, distributes, dividends, disposes of (by merger, by testamentary disposition, by operation of law or otherwise) or enters into any derivative or hedging arrangement with respect to such Subject Security or any interest therein, whether or not for value, (ii) enters into an agreement, swap, arrangement, understanding or commitment providing for the sale, pledge, creation of a Lien (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assignment, exchange, transfer, gift, disposition of or any derivative or hedging arrangement with respect to, or grant of an option with respect to, such Subject Security or any interest therein, (iii) deposits (or permits the deposit of) a Subject Security in a voting trust, or grants any proxy or power of attorney or enters into any voting agreement, arrangement, understanding or commitment with respect to any Subject Security (other than this Agreement) or (iv) agrees or commits (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii).

(r) "Willful and Material Breach" means a material breach of, or a material failure to perform, any covenant, representation, warranty or agreement set forth in this Agreement, in each case that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with the actual knowledge that the taking of or failure to take such act would, or would be reasonably expected to, result in, constitute or cause a breach of this Agreement.

2. Transfer of Subject Securities.

(a) Transfer Restrictions and Transfer of Voting Rights. Except as expressly contemplated by this Agreement or the Merger Agreement, prior to the Support Termination Date, each Stockholder shall not, and shall cause each of its controlled Affiliates not to, (i) Transfer (or permit or cause the Transfer of) any of such Stockholder's Subject Securities or (ii) deposit (or permit the deposit of) any of such Stockholder's Subject Securities in a voting trust, or grant any proxy or power of attorney or enter into any voting agreement with respect to any of such Stockholder's Subject Securities. Any action taken in violation of the foregoing sentence shall be null and void *ab initio* and such Stockholder agrees that any such prohibited action may and should be enjoined. If any involuntary Transfer of any Subject Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees from the Stockholder ("Direct Transferees") and any and all transferees ("Indirect Transferees") of any Direct Transferee or any other Indirect Transferee) shall take and hold such Subject Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until terminated in accordance with the terms hereof, and, as used herein (other than in Section 9 or where the context suggests otherwise), the term "Stockholder" shall include such Direct Transferees and Indirect Transferees. At all times commencing with the execution and delivery of this Agreement and continuing until the Support Termination Date, in furtherance of this Agreement, each Stockholder hereby authorizes the Company to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Securities (and that this Agreement places limits on the voting and transfer of such Subject Securities).

(b) Exceptions. Notwithstanding the foregoing, each Stockholder may make (i) Transfers of Subject Securities by will or for bona fide estate planning purposes so long as such Stockholder \or the trustee of any trust established by such Stockholder maintains full voting power with respect to any transferred Subject Securities, (ii) with respect to such Stockholder's Company Option Awards which expire (x) on or prior to the termination of the Merger Agreement or (y) prior to the Effective Time, Transfers to the Company or cancellations, of the underlying shares of Company Common Stock (A) in payment of the exercise price of such Stockholder's Company Options Awards and (B) in order to satisfy taxes applicable to the exercise of such Stockholder's Company Option Awards, (iii) with respect to such Stockholder's Company RSU Awards or Company PSU Awards, as applicable, Transfers to the Company or cancellations, of the underlying shares of Company Common Stock for the net settlement of such Company RSU Awards or Company PSU Awards in order to satisfy any tax withholding obligation, (iv) Transfers of Subject Securities to (x) any controlled Affiliate of such Stockholder, so long as such Stockholder or the trustee of any trust established by such Stockholder maintains full voting power with respect to any transferred Subject Securities or (y) any private equity fund advised by Madison Dearborn Partners, LLC that owns equity interests in such Stockholder, and (v) pledges of Subject Securities as security pursuant to a margin loan or swap/hedge in the ordinary course of business solely if the Stockholders retain their right to vote all of the Subject Securities subject to those arrangements in accordance with the provisions of this Agreement, and in each case of the foregoing clauses (i) through (v), so long as (I) any such transferee or pledgee shall agree and deliver to Parent and Merger Sub in writing a joinder in form and substance reasonably satisfactory to Parent and Merger Sub pursuant to which such transferee agrees to be bound by and comply with this Agreement at least two (2) Business Days prior to the consummation of any such transfer; and (II) such Transfer is otherwise permitted pursuant to the Company Charter, Company Bylaws, OpCo LLC Agreement and Applicable Law. Notwithstanding any provision of this Agreement to the contrary, (i) each Stockholder shall remain responsible for any breach of this Agreement by any permitted transferee and (ii) Transfers of the equity of the Stockholder or the equity of any of its direct or indirect equityholders (including purchases or acquisitions by the Stockholder of its own equity from current or former officers, directors, managers or employees of the Stockholder or its Affiliates or the Company or its Subsidiaries) shall not be considered a Transfer of Shares that is prohibited hereunder. During the term of this Agreement, the Company will not register or otherwise recognize the transfer (book-entry or otherwise) of any Subject Securities or any certificate or uncertificated interest representing any of such Stockholder's Subject Securities, except as permitted by, and in accordance with, this Section 2.

3. Agreement to Vote Securities, Exchange of Paired Interests and Conversion of Series A Convertible Preferred Stock; Proxy

(a) Agreement to Vote and Approve. Each Stockholder irrevocably and unconditionally agrees until the Support Termination Date, at any annual and/or special meeting of the Company called with respect to the following matters, and at every adjournment or postponement thereof, and on every action or approval of the Company stockholders with respect to any of the following matters, to appear or cause the holder of record to appear at the meeting or otherwise cause the Subject Securities to be present thereat for purposes of establishing a quorum and vote or cause the holder of record to vote the Subject Securities (in each case including via proxy or written consent): (i) in favor of (A) the approval and adoption of the Merger Agreement and any transactions contemplated by the Merger Agreement, and (B) any proposal effected pursuant to the Merger Agreement to adjourn or postpone such meeting of stockholders of the Company to a later date; and (ii) against (A) any action, proposal, transaction, or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the adoption of the Merger Agreement or the timely consummation of the Merger or the fulfillment of the Company's, Parent's or Merger Sub's conditions to Closing under the Merger Agreement or result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement or of a Stockholder contained in this Agreement, (B) any Acquisition Proposal or any action with the intention to further any Acquisition Proposal, and (C) any reorganization, dissolution, liquidation, winding up or similar extraordinary transaction involving the

Company or OpCo LLC (except as contemplated by the Merger Agreement). Any written consent shall be given in accordance with such procedures relating thereto so as to ensure that it is duly counted for purposes of recording the results of such consent.

(b) Proxy Voting. Prior to the Support Termination Date, each Stockholder shall execute and deliver (or cause the holders of record of the Subject Securities to execute and deliver), within eight (8) Business Days of receipt, any proxy card or voting instructions it receives that is sent by the Company to its stockholders soliciting proxies with respect to any matter described in Section 3(a) which shall be voted in the manner described in Section 3(a).

(c) Exchange of Paired Interests. Each Stockholder irrevocably and unconditionally agrees: (i) that the Merger is a Disposition Event (as defined in the Exchange Agreement) that has been approved by the Company Board; (ii) that such Stockholder's execution of this Agreement constitutes such Stockholder's delivery of a Paired Interest Exchange Notice (as defined in the Exchange Agreement), effecting, automatically and without further action on the part of any Party, an exchange of all of the Stockholder's Paired Interests in accordance with the terms of Section 2.04(a) and Section 2.01(f)(i) of the Exchange Agreement, and that such exchange shall be effective immediately prior to and conditioned upon the Closing (and prior to the Support Termination Date, such Stockholder shall not, and hereby waives any right to, withdraw such Paired Interest Exchange Notice pursuant to Section 2.01(f)(i)), following which the shares of Class A Common Stock issued upon such exchange will be converted into the right to receive the Merger Consideration pursuant to, and in accordance with the terms of, the Merger Agreement; (iii) during the term of this Agreement until the Support Termination Date, not to knowingly take any action that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the exchange of the Paired Interests in accordance with the terms of Section 2.04(a) of the Exchange Agreement as contemplated by this Agreement or deliver any Paired Interest Exchange Notice (as defined in the Exchange Agreement), except as contemplated by the foregoing clause (ii); and (iv) not to request, and hereby irrevocably and unconditionally waives, any rights to have any Company Stock delivered pursuant to an effective registration statement under the Securities Act.

(d) Conversion of Series A Convertible Preferred Stock. Each Stockholder irrevocably and unconditionally agrees: (i) to immediately prior to and contingent and conditioned upon the Closing (notwithstanding anything in the Certificate of Designations to the contrary), convert all shares of Series A Convertible Preferred Stock held by such Stockholder into Class A Common Stock (which such conversion will be deemed to be an Optional Conversion (as defined in the Certificate of Designations) effected pursuant to Section 10(b) of the Certificate of Designations at the Conversion Rate (as defined in the Certificate of Designations) in effect immediately prior to the Closing), and as a result of which Optional Conversion the shares of Series A Convertible Preferred Stock so converted will be entitled to receive the Merger Consideration payable in respect of shares of Class A Common Stock pursuant to the Merger Agreement); (ii) during the term of this Agreement until the Support Termination Date, not to take any action (including the delivery of a "Change of Control Repurchase Notice" (as defined in the Certificate of Designations) or deliver any Conversion Notice (as defined in the Certificate of Designations) except as contemplated by the foregoing clause (i)) that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the conversion of the Series A Convertible Preferred Stock for Class A Common Stock as contemplated by this Agreement; and (iii) not to request, and hereby irrevocably and unconditionally waives, any rights to have any Company Stock delivered pursuant to an effective registration statement under the Securities Act.

4. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, each Stockholder is entering into this Agreement solely in such Stockholder's capacity as a holder of the Subject Securities and not in such Stockholder's capacity as a director, officer or employee of the Company or any of its Subsidiaries. For the avoidance of doubt, notwithstanding any provision of this Agreement to

the contrary, nothing in this Agreement shall (or shall require any Stockholder or any partner, officer, employee or Affiliate of Stockholder to attempt to) limit or restrict any actions or omissions of a director, officer or employee of the Company or any of its Subsidiaries (solely taken in his or her capacity as such), including, without limitation, in the exercise of his or her fiduciary duties as a director, officer or employee of the Company or any of its Subsidiaries or prevent or be construed to create any obligation on the part of any director, officer or employee of the Company or any of its Subsidiaries from taking any action solely in his or her capacity as such director, officer or employee and no action taken solely in his or her capacity as such director, officer or employee shall be deemed to constitute a breach of this Agreement.

5 . No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, Merger Sub or the Company any direct or indirect ownership or incidence of ownership of or with respect to any Subject Securities or to create or form a "group" for purposes of the Exchange Act. All rights, ownership and economic benefits of and relating to the Subject Securities shall remain vested in and belong to the Stockholders, and neither Parent nor Merger Sub shall have the authority by virtue of this Agreement or the transactions to be consummated pursuant hereto to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholders in the voting of any of the Subject Securities to the extent such Subject Securities are entitled to be voted, except as otherwise expressly provided herein.

6 . No Exercise of Appraisal Rights; Waiver of Certain Actions . Such Stockholder irrevocably waives and agrees not to exercise any appraisal rights or dissenters' rights pursuant to Section 262 of the Delaware Law or otherwise in respect of such Stockholder's Subject Securities that may arise in connection with the Merger.

7 . Documentation and Information. Such Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent and the Company (such consent not to be unreasonably withheld, conditioned or delayed), except as may be required by Applicable Law. In the event such Stockholder amends their Schedule 13D or Schedule 13G filed with the SEC to disclose this Agreement, such Stockholder shall provide a draft of such amendment to Parent and Merger Sub and consider any reasonable comments in good faith prior to such filing. Such Stockholder consents to and hereby authorizes the Company, Parent and Merger Sub or their respective Affiliates to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that the Company, Parent or Merger Sub or their Affiliates reasonably determines to be necessary in connection with the Merger Agreement, the Merger and any of the other transactions contemplated by this Agreement or the Merger Agreement, in each case regarding such Stockholder's identity and ownership of the Subject Securities, the existence of this Agreement, the nature of such Stockholder's commitments and obligations under this Agreement and the Merger Agreement and any other information that Parent or the Company reasonably determines is required to be disclosed by Applicable Law, and such Stockholder acknowledges that Parent, Merger Sub and the Company, in Parent's or the Company's sole discretion, as applicable, may file this Agreement or a form hereof with the SEC or any other Governmental Authority. Such Stockholder agrees to promptly give Parent and the Company any information they may reasonably request for the preparation of any such disclosure documents. Nothing set forth herein shall limit any disclosure by any Stockholder to its or its Affiliates' general or limited partners or its, its Affiliates' or their respective general or limited partners' partners, officers, directors, employees, Affiliates, investment bankers, attorneys, accountants or other advisors or representatives, in each case, on a confidential basis.

8. Acquisition Proposals. Each Stockholder agrees that it will not (and will cause its controlled Affiliates not to), directly or indirectly, and will not (and to cause its controlled Affiliates not to) authorize, instruct or knowingly permit any investment banker, attorney or other advisor or other Representative to act on such Stockholder's behalf to take any action that the Company or its

Representatives are prohibited from taking pursuant to Section 6.03 of the Merger Agreement; provided, that to the extent that the Company is expressly permitted to take any action or not prohibited from taking any action pursuant to Section 6.03 of the Merger Agreement, each Stockholder and its investment bankers, attorneys and other advisors and other Representatives also shall be so permitted or not prohibited.

9 . Representations and Warranties of the Stockholders. Each Stockholder hereby severally and not jointly represents and warrants to Parent, Merger Sub and the Company as follows:

(a) Power; Binding Agreement. Such Stockholder has full power and authority to execute and deliver this Agreement, to perform such Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. Such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of his, her or its obligations hereunder and the consummation by such Stockholder of the transactions contemplated hereby have been duly and validly authorized by such Stockholder and no other actions or proceedings on the part of such Stockholder are necessary to authorize the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder or the consummation by such Stockholder of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, Merger Sub and the Company, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no Permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder and the consummation by such Stockholder of the transactions contemplated hereby. None of the execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder or the consummation by the Stockholder of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to such Stockholder; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's properties or assets may be bound; (iii) result (with or without notice or lapse of time or both) in the creation or imposition of any Lien of any kind on the Subject Securities or any asset of such Stockholder (other than a Permitted Lien); or (iv) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or laws applicable to such Stockholder or any of such Stockholder's properties or assets, except, in the case of clauses (ii), (iii) and (iv), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of such Stockholder to perform its obligations hereunder.

(c) Ownership of Company Stock and Paired Interests. Except as disclosed on Schedule 13G/A jointly filed by Madison Dearborn Partners, LLC, Madison Dearborn Partners VI-A&C, L.P., Madison Dearborn Capital Partners VI-C, L.P., Madison Dearborn Partners VI-B, L.P., Madison Dearborn Capital Partners VI-B, L.P., Madison Dearborn Capital Partners VI Executive-B, L.P., MDCP Cardservices, LLC, MDCP VI-C Cardservices Blocker Corp., MDCP VI-C Cardservices Splitter, L.P.,

Messrs. Paul J. Finnegan, Samuel M. Mencoff and Vahe A. Dombalagian with the SEC on February 16, 2021, such Stockholder is the sole beneficial owner of the number of shares of each class and series of Company Stock, Common Units, Company Equity Awards and other capital stock or voting or equity securities of the Company or OpCo LLC set forth opposite such Stockholder's name on Schedule A, all of which are free and clear of any Liens (other than those (i) created by this Agreement or (ii) arising under applicable securities laws); and (ii) does not own, beneficially or otherwise, any Company Securities or Subsidiary Securities (including any Company Equity Awards) other than those described in the preceding clause (i). As of the date hereof, such Stockholder has not entered into any agreement to Transfer such Subject Securities. Such Stockholder is as of the date of this Agreement and, with respect to any Subject Securities acquired after the date of this Agreement, will be as of the date of such acquisition, the beneficial owner of such Subject Securities, and has (or will have) good and marketable title free and clear of any and all Liens (other than those (i) created by this Agreement or (ii) arising under applicable securities laws).

(d) Voting and Disposition Power. Except as disclosed on a Schedule 13G/A jointly filed by Madison Dearborn Partners, LLC, Madison Dearborn Partners VI-A&C, L.P., Madison Dearborn Capital Partners VI-C, L.P., Madison Dearborn Partners VI-B, L.P., Madison Dearborn Capital Partners VI-B, L.P., Madison Dearborn Capital Partners VI Executive-B, L.P., MDCP Cardservices, LLC, MDCP VI-C Cardservices Blocker Corp., MDCP VI-C Cardservices Splitter, L.P., Messrs. Paul J. Finnegan, Samuel M. Mencoff and Vahe A. Dombalagian with the SEC on February 16, 2021, such Stockholder has full and sole voting power with respect to the Subject Securities and full and sole power of disposition, full and sole power to issue instructions with respect to the matters set forth herein and full and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Securities. None of the Subject Securities are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Securities.

(e) Reliance. Such Stockholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that such Stockholder desired, such Stockholder availed itself of such right and opportunity and such Stockholder is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. Such Stockholder understands and acknowledges that the Company, Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement and the representations and warranties of such Stockholder contained herein.

(f) Absence of Litigation. With respect to such Stockholder, as of the date hereof, there is no action, suit, Claim, proceeding, charge, arbitration or investigation pending against, or, to the knowledge of such Stockholder, threatened in writing against such Stockholder or any of such Stockholder's properties or assets (including the Subject Securities) that would reasonably be expected to prevent or materially delay or materially impair the consummation by such Stockholder of the transactions contemplated by this Agreement or otherwise materially impair such Stockholder's ability to perform its obligations hereunder.

(g) Brokers. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission to be paid by the Company or its Subsidiaries in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

10. Representations and Warranties of Parent and Merger Sub. Parent and Merger Sub represent and warrant to the Stockholders as follows:

(a) Power; Binding Agreement. Each of Parent and Merger Sub has full power and authority to execute and deliver this Agreement, to perform its respective obligations hereunder and to consummate the transactions contemplated hereby. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by Parent and Merger Sub of this Agreement, the performance by each of Parent and Merger Sub of its respective obligations hereunder and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly and validly authorized by each of Parent and Merger Sub and no other actions or proceedings on the part of Parent or Merger Sub are necessary to authorize the execution and delivery by Parent or Merger Sub of this Agreement, the performance by either Parent or Merger Sub of its respective obligations hereunder or the consummation by Parent or Merger Sub of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Merger Sub, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholders and the Company, constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by Parent or Merger Sub of this Agreement, the performance by each of Parent or Merger Sub of its respective obligations hereunder and the consummation by Parent or Merger Sub of the transactions contemplated hereby. None of the execution and delivery by Parent or Merger Sub of this Agreement, the performance by each of Parent or Merger Sub of its respective obligations hereunder or the consummation by Parent or Merger Sub of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to Parent or Merger Sub; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of Parent's or Merger Sub's properties or assets may be bound; or (iii) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or laws applicable to Parent or Merger Sub or any of Parent's or Merger Sub's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of each of Parent or Merger Sub to perform its respective obligations hereunder.

11. Representations and Warranties of the Company. The Company represents and warrants to the Stockholders as follows:

(a) Power; Binding Agreement. The Company has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in such jurisdiction). The execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by the Company and no other actions or proceedings on the part of the Company are necessary to authorize the execution and delivery by the

Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and, assuming this Agreement constitutes a valid and binding obligation of the Stockholders and Parent, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby. None of the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to the Company; (ii) result (with or without notice or lapse of time or both) in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which the Company is a party or by which the Company or any of the Company's properties or assets may be bound; or (iii) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or law applicable to the Company or any of the Company's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of the Company to perform its obligations hereunder.

12. Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill such Party's obligations under this Agreement.

13. Termination.

(a) Subject to Section 13(c), this Agreement shall automatically and immediately terminate as of the Support Termination Date, without the need for any further action on the part of (or notice to) any Party or other Person.

(b) Subject to Section 13(c), following the termination of this Agreement, all obligations of each of the Parties under this Agreement will terminate, without any liability or other obligation on the part of any Party to any Person in respect of this Agreement or the obligations hereunder, and no Party shall have any Claim against another Party (and no Person shall have any rights against another Party hereto), whether under contract, tort or otherwise, with respect to this Agreement or the obligations under this Agreement. Notwithstanding the foregoing, nothing in this Agreement or any termination of this Agreement shall relieve any Party from liability from any Willful and Material Breach of this Agreement prior to such termination; provided, that in the event the Effective Time shall have occurred, no Stockholder shall have any liability or other obligation hereunder whatsoever, including with respect to any Willful and Material Breach occurring prior thereto (other than any breach of Stockholder's covenant in Section 3(d), Section 6 and Section 14).

(c) Section 6, Section 13(b), Section 14, Section 15, and Section 16 shall survive the termination of this Agreement, and shall continue to apply to and bind each Party hereto in accordance with their terms upon and following termination of the rights and obligations of a party to this Agreement.

14. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees and expenses, whether or not the Merger or the transactions contemplated by this Agreement are consummated.

15. Related Party Agreements. Each Stockholder acknowledges and agrees that the Contracts set forth on Schedule B hereto will be terminated, without any further rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto (or, for those Contracts that cannot be terminated, acknowledges and agrees to waive all rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto that are a Party to this Agreement), effective and conditioned upon the occurrence of the Effective Time (excluding, for the avoidance of doubt, (i) any confidentiality or similar obligations applicable to such Stockholder or its Affiliates thereunder and (ii) any indemnification or contribution obligations in favor of such Stockholder or its Affiliates or any of their respective officers, directors or employees thereunder that survives any such termination in accordance with its terms, in each case of clauses (i) and (ii), which shall survive such termination in accordance with its terms).

16. Miscellaneous Provisions.

(a) Amendment and Waivers. Any provision of this Agreement may be amended or waived at any time prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(b) Entire Agreement. This Agreement, the Merger Agreement (including any exhibits hereto), the Exchange Agreement and other agreements among the Parties as contemplated by or referred to herein and therein constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

(c) Governing Law. This Agreement and all Claims and causes of action hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

(d) Consent to Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the purposes of any suit, action or other proceeding arising out of or related to this Agreement, the other agreements contemplated hereby or any transaction contemplated hereby (or, solely if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any such suit, action or other proceeding, any state or federal court within the State of Delaware) (the "Chosen Court"). Each of the Parties agrees to commence any action, suit or proceeding relating hereto in the applicable Chosen Court pursuant to the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the applicable Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties irrevocably waives any objections or immunities to jurisdiction to which it may otherwise be entitled or become entitled (including sovereign immunity,

immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or relating to this Agreement or the transactions contemplated hereby which is instituted in any such court. Notwithstanding the foregoing, the Parties agree that a final trial court judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law; provided, however, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment. Each of the Parties agrees that service of process, summons, notice or document by registered mail addressed to it at the addresses set forth in Section 16(g) shall be effective service of process for any suit, action or proceeding brought in any such court.

(e) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE MERGER, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 16(d) without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement and any other agreement executed in connection herewith, at law or in equity, and the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 16(f) shall not be required to provide any bond or other security in connection with any such order or injunction.

(g) Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including email (provided, that such email states that it is a notice delivered pursuant to this Section 16(g))) and shall be given,

if to Parent or Merger Sub, to:

Global Payments Inc.
3550 Lenox Road
Atlanta, Georgia 30326
Attention: David Green
Email: [*****]

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

if to the Company, to:

EVO Payments, Inc.
Ten Glenlake Parkway
South Tower, Suite 950
Atlanta, Georgia 30328
Attention: Kelli E. Sterrett
Email: [*****]

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

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: Keith Townsend
Zach Cochran
Robert Leclerc
Email: KTownsend@KSLAW.com
ZCochran@KSLAW.com
RLeclerc@KSLAW.com

if to Stockholder, to:

c/o Madison Dearborn Partners, LLC
70 West Madison Street, Suite 4600
Chicago, Illinois 60602
Attention: Annie Terry
Email: [*****]

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

Kirkland & Ellis LLP
601 Lexington Ave.
New York City, New York 10022
Attention: Rachael G. Coffey, P.C.
Email: rachael.coffey@kirkland.com

And

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Richard J. Campbell, P.C.
Rachel Cantor
Christine Lehman
Email: rcampbell@kirkland.com
rachel.cantor@kirkland.com
christine.lehman@kirkland.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

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

(i) Construction. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. The definition of terms herein shall apply equally to the singular and the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "shall" shall be construed to have the same meaning as the word "will". Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends, and such shall not mean simply "if". The word "or" shall not be exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Unless otherwise specified, references to any statute or law or any provision thereof shall be deemed to refer to such same as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or Contract are to that agreement or Contract as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to the date set forth in the preamble of this Agreement. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The measure of a period of one (1) month or year for purposes of this Agreement will be the date of the following month or year corresponding to the starting date; and, if no corresponding date exists, then the end date of such period being measured will be the next actual date of the following month or year (for example, one (1) month following February 18 is March 18 and one (1) month following March 31 is May 1). References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. Any references in this Agreement to "dollars" or "$" shall be to U.S. dollars. The terms "beneficially own," "beneficially owned" and "beneficial owner" shall each have a correlative meaning.

(j) Assignment. No party may assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the consent of each other party hereto; provided, that Parent or Merger Sub may assign this Agreement to any of its Affiliates in connection with the consummation of the Transactions (provided such assignment is in connection with an assignment of the Merger Agreement to the same Affiliate). No assignment by any Party shall relieve such Party of any of its obligations hereunder. Any purported assignment of this Agreement without the consent required by this Section 16(j) is null and void.

(k) Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Parties, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Delivery of an executed counterpart of a signature page to this Agreement by ".pdf" format, scanned pages or electronic signature such as DocuSign shall be effective as delivery of a manually executed counterpart to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed to be effective as of the date first above written.

PARENT:

GLOBAL PAYMENTS INC.

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

MERGER SUB:

FALCON MERGER SUB INC.

By: /s/ David L. Green
Name: David L. Green
Title: President, Treasurer and Secretary

COMPANY:

EVO PAYMENTS, INC.

By: /s/ James G. Kelly
Name: James G. Kelly
Title: Chief Executive Officer

MDCP CARDSERVICES II LLC

By: Madison Dearborn Capital Partners VI-A, L.P.
Its: Managing Member

By: Madison Dearborn Partners VI-A&C, L.P.
Its: General Partner

By: Madison Dearborn Partners, LLC
Its: General Partner

By: /s/ Vahe Dombalagian
Name: Vahe Dombalagian
Title: Managing Director

MADISON DEARBORN CAPITAL PARTNERS VI-C, L.P.

By: Madison Dearborn Partners VI-A&C, L.P.
Its: General Partner

By: Madison Dearborn Partners, LLC
Its: General Partner

By: /s/ Vahe Dombalagian
Name: Vahe Dombalagian
Title: Managing Director

MDCP CARDSERVICES LLC

By: Madison Dearborn Capital Partners VI-B, L.P.
Its: Controlling Member

By: Madison Dearborn Partners VI-B, L.P.
Its: General Partner

By: Madison Dearborn Partners, LLC
Its: General Partner

By: /s/ Vahe Dombalagian
Name: Vahe Dombalagian
Title: Managing Director

Schedule A

[*****]

Schedule B

[*****]

Exhibit 10.3

COMMON UNIT PURCHASE AGREEMENT

This COMMON UNIT PURCHASE AGREEMENT, dated as of August 1, 2022 (this "Agreement"), is entered into by and among Blueapple, Inc., a New York corporation ("Blueapple"), EVO Payments, Inc., a Delaware corporation (the "Company"), Global Payments Inc., a Georgia corporation ("Parent"). Blueapple, the Company and Parent are referred to herein as the "Parties" and are each individually referred to herein as a "Party". Capitalized terms used but not defined herein have the meanings ascribed to such terms as set forth in the Merger Agreement (defined below).

RECITALS

WHEREAS, as of the date hereof, Blueapple is the beneficial owner (as defined in Rule13d-3 under the Securities Exchange Act of 1934, as amended) and the holder of record, of 32,163,538 Common Units of EVO Investco, LLC, a Delaware limited liability company ("OpCo");

WHEREAS, concurrently with the execution of this Agreement, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), providing for, among other things, the acquisition of the Company by Parent by means of a merger of Merger Sub with and into the Company pursuant to the terms and conditions of the Merger Agreement (the "Merger"); and

WHEREAS, in connection with the consummation of the Merger, the Company, Parent and Blueapple desire to enter into this Agreement to provide for, among other matters, the acquisition by Company, to occur concurrently with the Merger, of all of Blueapple's Common Units in exchange for the Purchase Price (as defined below) paid to Blueapple in respect of each such Common Unit so acquired.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following respective meanings:

(a) "Lien" means any lien, encumbrance, hypothecation, adverse claim, charge, mortgage, security interest, pledge or option, proxy, right of first refusal or first offer, preemptive right, deed of trust, servitude, voting trust, transfer restriction or any other similar restriction.

(b) "Permitted Lien" means any (i) Lien arising under this Agreement, (ii) applicable restrictions on transfer under the Securities Act of 1933, as amended, and (iii) Lien arising under the OpCo LLC Agreement that do not prohibit the transactions contemplated by this Agreement.

(c) "Termination Date" means the earliest to occur of (i) the Effective Time of the Merger; (ii) the date on which the Merger Agreement is validly terminated pursuant to Article 10 in accordance with its terms; (iii) the termination of this Agreement by mutual written consent of the Parties; and (iv) the date of any modification, waiver or amendment to the Merger Agreement effected without Blueapple's consent that (x) decreases the amount, or changes the form, of Merger Consideration (as defined in the Merger Agreement) or (y) has a disproportionate impact on the consideration per Common Units to be received by Blueapple relative to the consideration per share of Class A Common Stock to be received by holders of shares of Class A Common Stock.

(d) "Transfer" A Person shall be deemed to have effected a "Transfer" of a Common Unit if such Person, directly or indirectly, in whole or in part, whether or not for value and whether voluntary or involuntary, (i) sells, pledges, creates a Lien with respect to (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assigns, exchanges, grants an option with respect to, transfers, gifts, distributes, dividends, disposes of (by merger, by testamentary disposition, by operation of law or otherwise) or enters into any derivative or hedging arrangement with respect to such Common Unit or any interest therein, whether or not for value, (ii) enters into an agreement, swap, arrangement, understanding or commitment providing for the sale, pledge, creation of a Lien (other than those (i) created by this Agreement or (ii) arising under applicable securities laws), assignment, exchange, transfer, gift, disposition of or any derivative or hedging arrangement with respect to, or grant of an option with respect to, such Common Unit or any interest therein, (iii) deposits (or permits the deposit of) a Common Unit in a voting trust, or grants any proxy or power of attorney or enters into any voting agreement, arrangement, understanding or commitment with respect to any Common Unit (other than this Agreement) or (iv) agrees or commits (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii).

(e) "Willful and Material Breach" means a material breach of, or a material failure to perform, any covenant, representation, warranty or agreement set forth in this Agreement, in each case that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with the actual knowledge that the taking of or failure to take such act would, or would be reasonably expected to, result in, constitute or cause a breach of this Agreement.

2. Purchase and Sale of Common Units.

(a) Sale of Common Units. Blueapple, in consideration of the receipt of the Purchase Price in accordance with Section 2(b), hereby agrees to irrevocably sell, assign, transfer, deliver, and convey to the Company, free and clear of all Liens (other than Permitted Liens), all Common Units beneficially owned and held of record by Blueapple (the "Purchased Units"). The sale, assignment and transfer contemplated by this Section 2(a) is conditioned upon the closing of the Merger (the "Closing") and will occur concurrently with the Closing (with it being acknowledged and agreed that, except as set forth in the OpCo LLC Agreement, none of Parent, the Company, or any of their respective Affiliates shall have any right or obligation to acquire the Purchased Units if the Closing does not occur for any reason).

(b) Payment of the Purchase Price. In consideration of the sale, assignment and transfer of the Purchased Units in accordance with Section 2(a), at the Closing the Company shall pay or cause to be paid, an aggregate amount in cash equal to the the Merger Consideration (as defined in the Merger Agreement) times the number of Purchased Units (the "Purchase Price"). The payment of the Purchase Price to Blueapple hereunder shall be made by wire transfer of immediately available funds to such bank account(s) as designated by Blueapple the Company in writing (with a copy to Parent) at least three Business Days in advance of the Closing. The Purchase Price payable hereunder shall be subject to the adjustment provisions of Section 2.02(c) of the Merger Agreement, which shall apply hereto *mutatis mutandis*.

(c) Transfer Restrictions.

(i) Except as expressly contemplated by this Agreement, prior to the Termination Date, Blueapple shall not, and shall cause each of its controlled Affiliates not to, (i) Transfer (or permit or cause the Transfer of) any Common Units, (ii) deposit (or permit the deposit of) any Common Units in a voting trust, or grant any proxy or power of attorney or enter into any voting agreement or similar agreement with respect to any Common Units, (iii) deliver any Sale Notice or exercise any Piggyback Sale Right (in each case as defined in the OpCo LLC Agreement) pursuant to Article XI of the OpCo LLC Agreement or exercise any registration rights under the Registration Rights Agreement, or (iv) knowingly take or cause the taking of any other action that would materially restrict or prevent the performance of Blueapple's obligations hereunder, excluding any involuntary bankruptcy filing. Any action taken in violation of the foregoing sentence shall be null and void *ab initio* and Blueapple agrees that any such prohibited action may and should be enjoined. If any involuntary Transfer of any Common Units shall occur (including, but not limited to, a sale by Blueapple's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees from Blueapple ("Direct Transferees") and any and all transferees ("Indirect Transferees") of any Direct Transferee or any other Indirect Transferee) shall take and hold such Common Units subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until terminated in accordance with the terms hereof, and, as used herein (other than in Section 3 or where the context suggests otherwise), the term "Blueapple" shall include such Direct Transferees and Indirect Transferees.

(ii) Notwithstanding the foregoing, Blueapple may make (i) Transfers of Common Units by will or for bona fide estate planning purposes, and (ii) Transfers of Common Units to any controlled Affiliate of Blueapple, so long as with respect to each of the foregoing clauses (i) and (ii) such (I) transferee agrees in writing to be bound by and comply with this Agreement prior to the consummation of any such transfer and (II) Transfer is otherwise permitted pursuant to the OpCo LLC Agreement.

(d) Acknowledgement of Disposition Event. Blueapple irrevocably and unconditionally agrees: (a) that the Merger is a Disposition Event (as defined in the OpCo LLC Agreement), and (b) the Company has delivered to Blueapple (and this Agreement constitutes) the written notice contemplated by Section 10.09(b) of the OpCo LLC Agreement.

(e) Closing Delivery. Prior to the Closing, Blueapple shall provide to Parent a properly completed and duly executed IRS FormW-9 of Blueapple.

(f) Withholding. The Company and any other applicable withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable hereunder such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign Tax law. Any amounts deducted or withheld and paid over or remitted to the appropriate Taxing Authority shall be treated for all purposes of this Agreement as having been paid to Person in respect of which such deduction or withholding was made. Notwithstanding the foregoing, if the Company intends to withhold under this Section 2(f), the Company shall provide the person with respect to whom it intends to withhold at least three (3) days written notice of such intention and shall reasonably cooperate with such person to reduce the potential withholding, including through accepting any relevant forms establishing an entitlement to reduced withholding; provided, that no such notice shall be required if any such withholding is required as a result of Blueapple's failure to comply with the covenant in Section 2(e).

3. Representations and Warranties of Blueapple.

Blueapple represents and warrants to Parent and the Company as follows:

(a) Power; Binding Agreement. Blueapple has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Blueapple is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by Blueapple of this Agreement, the performance by Blueapple of its obligations hereunder and the consummation by Blueapple of the transactions contemplated hereby have been duly and validly authorized by Blueapple and no other actions or proceedings on the part of Blueapple are necessary to authorize the execution and delivery by Blueapple of this Agreement, the performance by Blueapple of its obligations hereunder or the consummation by Blueapple of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Blueapple, and, assuming this Agreement constitutes a valid and binding obligation of Parent and the Company, constitutes a valid and binding obligation of Blueapple, enforceable against Blueapple in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. No filing with, and no Permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by Blueapple of this Agreement, the performance by Blueapple of its obligations hereunder and the consummation by Blueapple of the transactions contemplated hereby. None of the execution and delivery by Blueapple of this Agreement, the performance by Blueapple of its obligations hereunder or the consummation by Blueapple of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to Blueapple; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which Blueapple is a party or by which Blueapple or any of Blueapple's properties or assets may be bound; (iii) result (with or without notice or lapse of time or both) in the creation or imposition of any Lien of any kind on the Common Units or any asset of Blueapple (other than a Permitted Lien); or (iv) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or law applicable to Blueapple or any of Blueapple's properties or assets, except, in the case of clauses (ii), (iii) or (iv), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of Blueapple to perform its obligations hereunder.

(c) Ownership of OpCo Units. Blueapple is (i) the sole owner of record and beneficial owner of the number of Common Units set forth opposite Blueapple's name on Schedule A, all of which are owned by Blueapple free and clear of any Liens (other than Permitted Liens) and (ii) does not own, beneficially or otherwise, any Common Units or shares of Class D Common Stock other than those described in the preceding clause (i). As of the date hereof, Blueapple has not entered into any agreement to Transfer such Purchased Units.

(d) Voting and Disposition Power. Blueapple has full and sole voting power with respect to Blueapple's Common Units and full and sole power of disposition, full and sole power to issue instructions with respect to the matters set forth herein and full and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of Blueapple's Common Units. Except for the OpCo LLC Agreement, none of Blueapple's Common Units are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Common Units.

(e) Reliance. Blueapple has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that Blueapple desired, Blueapple availed itself of such right and

opportunity and Blueapple is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. Blueapple understands and acknowledges that the Company and Parent are entering into the Merger Agreement in reliance upon Blueapple's execution, delivery and performance of this Agreement and the representations and warranties of Blueapple contained herein.

(f) Absence of Litigation. There is no action, suit, claim, proceeding, charge, arbitration or investigation pending against, or, to the knowledge of Blueapple, threatened in writing against Blueapple or any of Blueapple's properties or assets (including the Purchased Units) before or by any Governmental Authority that would reasonably be expected to prevent or materially delay or impair the consummation by Blueapple of the transactions contemplated by this Agreement or otherwise materially impair Blueapple's ability to perform its obligations hereunder.

(g) Brokers. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Blueapple.

4. Representations and Warranties of Parent.

Parent represents and warrants to Blueapple as follows:

(a) Power; Binding Agreement. Parent has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in any relevant jurisdiction). The execution and delivery by Parent of this Agreement, the performance by Parent of its obligations hereunder and the consummation by Parent of the transactions contemplated hereby have been duly and validly authorized by Parent and no other actions or proceedings on the part of Parent are necessary to authorize the execution and delivery by Parent of this Agreement, the performance by Parent of its obligations hereunder or the consummation by Parent of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent, and, assuming this Agreement constitutes a valid and binding obligation of Blueapple and the Company, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no Permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by Parent of this Agreement, the performance by Parent of its obligations hereunder and the consummation by Parent of the transactions contemplated hereby. None of the execution and delivery by Parent of this Agreement, the performance by Parent of its obligations hereunder or the consummation by Parent of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to Parent; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which Parent is a party or by which Parent or any of Parent's properties or assets may be bound; or (iii) violate any Order, writ, injunction, decree, judgment, order, statute, rule, or regulation or law applicable to Parent or any of Parent's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of Parent to perform its obligations hereunder.

5. Representations and Warranties of the Company.

The Company represents and warrants to Parent and Blueapple as follows:

(a) Power; Binding Agreement. The Company has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation (except to the extent the "good standing" concept is not applicable in such jurisdiction). The execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by the Company and no other actions or proceedings on the part of the Company are necessary to authorize the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company, and, assuming this Agreement constitutes a valid and binding obligation of Blueapple and Parent, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance and other equitable remedies.

(b) No Conflicts. Except for filings under the Exchange Act, no filing with, and no Permit, authorization, consent, or approval of, any Governmental Authority is necessary for the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby. None of the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder or the consummation by the Company of the transactions contemplated hereby will (i) violate, contravene, conflict with or result in any breach of any organizational documents applicable to the Company; (ii) result in (with or without notice or lapse of time or both) a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, commitment, arrangement, understanding or other agreement to which the Company is a party or by which the Company or any of the Company's properties or assets may be bound; or (iii) violate any order, writ, injunction, decree, judgment, order, statute, rule, or regulation applicable to the Company or any of the Company's properties or assets, except, in the case of clauses (ii) and (iii), for such occurrences which would not, individually or in the aggregate, adversely affect or prevent or materially delay or materially impair in any material respect the ability of the Company to perform its obligations hereunder.

6. Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill such Party's obligations under this Agreement.

7. Termination.

(a) Subject to Section 7(c), this Agreement shall automatically and immediately terminate as of the Termination Date, without the need for any further action on the part of (or notice to) any Party or other Person.

(b) Subject to Section 7(c), following the termination of this Agreement, all obligations of each of the Parties under this Agreement will terminate, without any liability or other obligation on the part of any Party to any Person in respect of this Agreement or the obligations hereunder,

and no Party shall have any Claim against another Party (and no Person shall have any rights against another Party hereto), whether under contract, tort or otherwise, with respect to this Agreement or the obligations under this Agreement. Notwithstanding the foregoing, nothing in this Agreement or any termination of this Agreement shall relieve any Party from liability from any Willful and Material Breach of this Agreement prior to such termination; provided, that in the event the Effective Time shall have occurred, Blueapple shall not have any liability or other obligation hereunder whatsoever, including with respect to any Willful and Material Breach occurring prior thereto (other than any breach of Blueapple's covenants in Section 8).

(c) Section 7(b), Section 8, Section 9 and Section 10 shall survive the termination of this Agreement, and shall continue to apply to and bind each Party hereto in accordance with their terms upon and following termination of the rights and obligations of a party to this Agreement.

8. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees and expenses, whether or not the Merger or the transactions contemplated by this Agreement are consummated.

9. Related Party Agreements. Blueapple acknowledges and agrees that the Contracts set forth onSchedule B hereto will be terminated, without any further rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto (or, for those Contracts that cannot be terminated, acknowledges and agrees to waive, and to cause all of its Affiliates to waive, all rights, privileges, liabilities or obligations of any kind or nature whatsoever applicable to any of the parties thereto that are a Party to this Agreement), effective and conditioned upon the occurrence of the Effective Time (excluding, for the avoidance of doubt, (i) any confidentiality, non-compete or similar obligations applicable to Blueapple or its Affiliates thereunder in accordance with their terms and (ii) any indemnification or contribution obligations in favor of Blueapple or its Affiliates thereunder, in each case of clauses (i) and (ii), which shall survive such termination.

10. Miscellaneous.

(a) Intended Tax Treatment. For United States federal tax purposes (including Section 741 of the Code) and for similar purposes under state and local law, the Parties agree to treat the purchase and sale of the Common Units pursuant to this Agreement as a purchase of partnership interests by the Company and a sale of partnership interests by Blueapple in exchange for the Purchase Price (the "Intended Tax Treatment"). Parent and the Company will promptly provide Blueapple with such additional information and assistance as Blueapple may reasonably request in connection with tax reporting matters relating to the payments contemplated by this Agreement. As part of the Intended Tax Treatment, the Purchase Price hereunder will be further allocated to and among the assets of the Company for purposes of Section 743 of the Code and otherwise as required for purposes of the Code as reasonably determined by the Company consistent with the applicable provisions of the Code and the regulations thereunder and the Company shall provide such allocation to Blueapple for Blueapple's review and comment prior to finalization. The Parties shall file all Tax Returns in a manner that is consistent with the Intended Tax Treatment hereunder and shall not take a position on any Tax Return or in connection with any administrative or judicial or similar proceeding in respect of Taxes that is inconsistent with the Intended Tax Treatment, except as otherwise required by a determination within the meaning of Section 1313(a) of the Code.

(b) Amendment and Waivers. Any provision of this Agreement may be amended or waived at any time prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each

Party against whom the waiver is to be effective; provided, that a waiver by the Company shall require the witten consent of Parent. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(c) Entire Agreement. This Agreement, the Merger Agreement (including any exhibits hereto) and other agreements among the Parties as contemplated by or referred to herein and therein constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

(d) Governing Law. This Agreement and all Claims and causes of action hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

(e) Consent to Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the purposes of any suit, action or other proceeding arising out of or related to this Agreement, the other agreements contemplated hereby or any transaction contemplated hereby (or, solely if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any such suit, action or other proceeding, any state or federal court within the State of Delaware) (the "Chosen Court"). Each of the Parties agrees to commence any action, suit or proceeding relating hereto in the applicable Chosen Court pursuant to the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the applicable Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties irrevocably waives any objections or immunities to jurisdiction to which it may otherwise be entitled or become entitled (including sovereign immunity, immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or relating to this Agreement or the transactions contemplated hereby which is instituted in any such court. Notwithstanding the foregoing, the Parties agree that a final trial court judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law; provided, however, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment. Each of the Parties agrees that service of process, summons, notice or document by registered mail addressed to it at the addresses set forth in Section 10(h) shall be effective service of process for any suit, action or proceeding brought in any such court.

(f) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE MERGER, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts

described in Section 10(e) without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement and any other agreement executed in connection herewith, at law or in equity, and the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10(g) shall not be required to provide any bond or other security in connection with any such order or injunction.

(h) Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including email (provided, that such email states that it is a notice delivered pursuant to this Section 10(h)) and shall be given,

if to Parent, to:

Global Payments Inc.
3550 Lenox Road
Atlanta, Georgia 30326
Attention: David Green
Email: [*****]

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

if to the Company, to:

EVO Payments, Inc.
Ten Glenlake Parkway
South Tower, Suite 950
Atlanta, Georgia 30328
Attention: Kelli E. Sterrett
Email: [*****]

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

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attention: Keith Townsend
Zach Cochran
Robert Leclerc
Email: KTownsend@KSLAW.com
ZCochran@KSLAW.com
RLeclerc@KSLAW.com

if to Blueapple, to:

Blueapple, Inc.
515 Broadhollow Road
Melville, New York 11747
Attention: Rafik R. Sidhom
Email: [*****]

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

Kirkland & Ellis LLP
601 Lexington Ave.
New York City, New York 10022
Attention: Rachael G. Coffey, P.C.
Email: rachael.coffey@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Richard J. Campbell, P.C.
Rachel Cantor
Christine Lehman
Email: rcampbell@kirkland.com
rachel.cantor@kirkland.com
christine.lehman@kirkland.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

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

(j) Construction. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified.

The definition of terms herein shall apply equally to the singular and the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "shall" shall be construed to have the same meaning as the word "will". Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends, and such shall not mean simply "if". The word "or" shall not be exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Unless otherwise specified, references to any statute or law or any provision thereof shall be deemed to refer to such same as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or Contract are to that agreement or Contract as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to the date set forth in the preamble of this Agreement. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The measure of a period of one (1) month or year for purposes of this Agreement will be the date of the following month or year corresponding to the starting date; and, if no corresponding date exists, then the end date of such period being measured will be the next actual date of the following month or year (for example, one (1) month following February 18 is March 18 and one (1) month following March 31 is May 1). References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. Any references in this Agreement to "dollars" or "$" shall be to U.S. dollars. The terms "beneficially own," "beneficially owned" and "beneficial owner" shall each have a correlative meaning.

(k) Assignment. No party may assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the consent of each other party hereto; provided, that Parent or Merger Sub may assign this Agreement to any of its Affiliates in connection with the consummation of the Transactions (provided such assignment is in connection with an assignment of the Merger Agreement to the same Affiliate). No assignment by any Party shall relieve such Party of any of its obligations hereunder. Any purported assignment of this Agreement without the consent required by this Section 10(k) is null and void.

(l) Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Parties, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Delivery of an executed counterpart of a signature page to this Agreement by ".pdf" format, scanned pages or electronic signature such as DocuSign shall be effective as delivery of a manually executed counterpart to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

BLUEAPPLE:

BLUEAPPLE, INC.

By: /s/ Ray Sidhom
Name: Ray Sidhom
Title: Chief Executive Officer

PARENT:

GLOBAL PAYMENTS INC.

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

COMPANY:

EVO PAYMENTS, INC.

By: /s/ James G. Kelly
Name: James G. Kelly
Title: Chief Executive Officer

Schedule A

[*****]

Schedule B

[*****]

Exhibit 10.4

EXECUTION VERSION

INVESTMENT AGREEMENT

by and among

GLOBAL PAYMENTS INC.,

SILVER LAKE PARTNERS VI DE (AIV), L.P.

and

SILVER LAKE ALPINE II, L.P.

Dated as of August 1, 2022

TABLE OF CONTENTS

INVESTMENT AGREEMENT

This INVESTMENT AGREEMENT (this "Agreement"), dated as of August 1, 2022 is by and among Global Payments Inc., a Georgia corporation (together with any successor or assign pursuant to Section 6.07, the "Company") and the several Purchasers listed on Schedule I hereto (together with their successors and any respective Affiliates thereof that become a Purchaser party hereto in accordance with Section 6.07 and, if applicable, Section 4.02, each a "Purchaser" and, collectively, the "Purchasers"). Capitalized terms not otherwise defined where used shall have the meanings ascribed thereto in Article I.

WHEREAS, each Purchaser desires to purchase from the Company and the Company desires to issue and sell to such Purchaser, severally and not jointly, the respective principal amount of the Company's 1.00% Convertible Senior Notes due 2029 in the form attached hereto as Exhibit A (referred to herein as the "Note" or the "Notes") set forth opposite such Purchaser's name in Schedule I hereto, to be issued in accordance with the terms and conditions of the indenture in the form attached hereto as Exhibit B (including reasonable and customary terms requested by the Trustee) (the "Indenture"), on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Company and each Purchaser desire to enter into certain agreements set forth herein; and

WHEREAS, prior to the execution hereof, the Board of Directors (as defined below) approved and authorized the execution and delivery of this Agreement (including Section 4.07(l) hereof) and the other Transaction Agreements (as defined below) and the consummation of the transactions contemplated hereby and thereby.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Action" shall have the meaning set forth in Section 4.15(a).

"Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person. Notwithstanding the foregoing, with respect to each Purchaser (i) the Company and the Company's Subsidiaries shall not be considered Affiliates of such Purchaser or any of such Purchaser's Affiliates and (ii) for purposes of the definitions of "Beneficially Own", "Registrable Securities", "SLG", "Standstill Period", and "Third Party" and Sections 3.02(d), 3.02(f), 4.02, 4.03, 4.06 and 4.07, no portfolio company of such Purchaser or its Affiliates shall be deemed an Affiliate of such Purchaser and its other Affiliates so long as such portfolio company (x) has not been directed, encouraged, instructed, assisted or advised by, or coordinated with, such Purchaser or any of its Affiliates or any SLG Affiliated Director in carrying out any act prohibited by this Agreement or the subject matter of Section 4.03 and (y) has not received from such Purchaser or any Affiliate of such Purchaser or any SLG Affiliated Director, directly or indirectly, any Confidential Information concerning the Company or its business. As used in this definition, "control" (including its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). "Affiliated" shall have a correlative meaning.

"Agreement" shall have the meaning set forth in the preamble hereto.

"Anti-Corruption Laws" shall have the meaning set forth in Section 3.01(l)(i).

"Anti-Money Laundering Laws" shall have the meaning set forth in Section 3.01(l)(i).

"Associate" shall have the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act; provided that with respect to each Purchaser (i) the Company and the Company's Subsidiaries will not be considered Associates of such Purchaser or any of its Affiliates and (ii) no portfolio company of such Purchaser or its other Affiliates will be deemed Associates of such Purchaser or any of its other Affiliates.

"Available" means, with respect to a Registration Statement, that such Registration Statement is effective and there is no stop order with respect thereto and such Registration Statement does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading such that such Registration Statement will be available for the resale of Registrable Securities.

"Beneficially Own", "Beneficially Owned" or "Beneficial Ownership" shall have the meaning set forth in Rule 13d-3 of the rules and regulations promulgated under the Exchange Act, except that for purposes of this Agreement the words "within sixty days" in Rule 13d-3(d)(1)(i) shall not apply, to the effect that a person shall be deemed to be the Beneficial Owner of a security if that person has the right to acquire beneficial ownership of such security at any time. "Beneficial Owner" shall have a correlative meeting. Solely for purposes of determining the number of shares of Company Common Stock issuable upon conversion of the Notes Beneficially Owned by each Purchaser and its Affiliates, the Notes shall be treated as if upon conversion the only settlement option under the Notes and the Indenture were shares of Company Common Stock. For the avoidance of doubt, for purposes of this Agreement, each Purchaser (or any other person) shall at all times be deemed to have Beneficial Ownership of shares of Company Common Stock issuable upon conversion of the Notes directly or indirectly held by them, irrespective of any non-conversion period specified in the Notes or this Agreement or any restrictions on transfer or voting contained in this Agreement.

"Blackout Period" means (i) the Company's regular quarterly restricted trading period during which directors and executive officers of the Company are not permitted to trade under the insider trading policy of the Company then in effect and which is not longer than the regular quarterly restricted period that has been in effect historically consistent with past practice in all material respects and/or (ii) in the event that the Company determines in good faith that any registration or sale pursuant to any registration statement would reasonably be expected to materially adversely affect or materially interfere with any bona fide financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been, and is not otherwise required to be, disclosed to the public, the premature disclosure of which would materially adversely affect the Company, a period of up to sixty (60) days; provided that a Blackout Period described in this clause (ii) may not be called by the Company more than twice in any period of twelve (12) consecutive months and may not be called by the Company in consecutive fiscal quarters.

"Board of Directors" shall mean the board of directors of the Company.

"Business Day" shall mean any day, other than a Saturday, Sunday or a day on which banking institutions in the City of New York, New York are authorized or obligated by law or executive order to remain closed.

"Change in Control" shall mean the occurrence of any of the following events: (i) there occurs a sale, transfer, conveyance or other disposition of all or substantially all of the consolidated assets of the Company, (ii) any Person or "group" (as such term is used in Section 13 of the Exchange Act) (in each case excluding any member of SLG or any of their respective Affiliates or any of their respective portfolio companies), directly or indirectly, obtains Beneficial Ownership of 50% or more of the outstanding Company Common Stock, (iii) the

Company consummates any merger, consolidation or similar transaction, unless the stockholders of the Company immediately prior to the consummation of such transaction continue to hold (in substantially the same proportion as their ownership of the Company Common Stock immediately prior to the transaction, other than changes in proportionality as a result of any cash/stock election provided under the terms of the definitive agreement regarding such transaction) more than 50% of all of voting power of the outstanding shares of Voting Stock of the surviving or resulting entity in such transaction immediately following the consummation of such transaction or (iv) a majority of the Board of Directors is no longer composed of (x) directors who were directors of the Company on the Closing Date and (y) directors who were nominated for election or elected or appointed to the Board of Directors with the approval of a majority of the directors described in subclause (x) together with any incumbent directors previously elected or appointed to the Board of Directors in accordance with this subclause (y).

"Closing" shall have the meaning set forth in Section 2.02(a).

"Closing Date" shall have the meaning set forth in Section 2.02(a).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" shall have the meaning set forth in the preamble hereto.

"Company Common Stock" shall mean the common stock, no par value, of the Company.

"Company Preferred Stock" shall have the meaning set forth in Section 3.02(b).

"Company Reports" shall have the meaning set forth in Section 3.01(g)(i).

"Confidential Information" has the meaning ascribed to "Evaluation Material" in the Confidentiality Agreement.

"Confidentiality Agreement" shall mean the confidentiality agreement entered into by the Company and Silver Lake Technology Management, L.L.C. as currently in effect on the date hereof.

"Conversion Price" has the meaning set forth in the Indenture.

"Conversion Rate" has the meaning set forth in the Indenture.

"Covered Persons" shall have the meaning set forth in Section 4.07(l).

"Covid-19" means SARS-CoV-2 or Covid-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

"Covid-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social or physical distancing, shut down, closure, sequester, safety or similar rule, regulation, ordinance, order, protocol, law, directive, guidelines or recommendations promulgated by any Governmental Entity, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to Covid-19 or equivalent epidemic or disease outbreak (collectively, with other reasonable actions taken, in each case, in connection with or in response to Covid-19 and including, in each case, any changes in any such rule, regulation, ordinance, order, protocol, law, directive, guidance, response or recommendation).

"Director Policy Change" shall have the meaning set forth in Section 4.07(d).

"Enforceability Exceptions" shall have the meaning set forth in Section 3.01(c).

"Estimated Expenses" shall have the meaning set forth in Section 3.02(b).

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended.

"Extraordinary Transaction" shall have the meaning set forth in Section 4.02(c).

"Final Expenses" shall have the meaning set forth in Section 3.02(b).

"Free Writing Prospectus" shall have meaning set forth in Section 5.03(a)(v).

"GAAP" shall mean U.S. generally accepted accounting principles.

"GBCC" shall mean the Georgia Business Corporation Code.

"Global Security" has the meaning set forth in the Indenture.

"Governmental Entity" shall mean any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign, and any applicable industry self-regulatory organization.

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

"Indemnification Notice" shall have the meaning set forth in Section 4.15(b).

"Indemnified Persons" shall have the meaning set forth in Section 5.05(a).

"Indemnitee" shall have the meaning set forth in Section 4.15(a).

"Indenture" shall have the meaning set forth in the preamble hereto.

"Initial Conversion Rate" shall have the meaning set forth in Section 4.13.

"Intellectual Property" shall have the meaning set forth in Section 3.01(m).

"Issuer Agreement" shall have the meaning set forth in Section 4.09.

"IT Assets" shall have the meaning set forth in Section 3.01(n).

"Joinder" shall mean, with respect to any Person permitted to sign such document in accordance with the terms hereof, a joinder executed and delivered by such Person, providing such Person to have all the rights and obligations of a Purchaser under this Agreement, subject to any limitations contained in such joinder, in the form and substance substantially as attached hereto as Exhibit C or such other form as may be agreed to by the Company and a Purchaser.

"Lock-Up Period" shall mean the period commencing on the Closing Date and ending on the earlier of (i) the18-month anniversary of the Closing Date and (ii) the consummation of any Change in Control.

"Losses" shall have the meaning set forth in Section 5.05(a).

"Material Adverse Effect" shall mean any events, changes or developments that, individually or in the aggregate, have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, other than any event, change or development resulting from or arising out of the following: (a) events, changes or developments generally affecting the economy, the financial or securities markets, or political, legislative or regulatory conditions, in each case in the United States or elsewhere in the world, (b) events, changes or developments in the industries in which the Company or any of its Subsidiaries conducts its business, (c) any adoption, implementation, promulgation, repeal, modification, reinterpretation or proposal of any rule, regulation, ordinance, order, protocol or any other law (including any governmental or quasi-governmental action, including Covid-19 Measures, taken in connection with any virus, pandemic or epidemic or other outbreaks of diseases (including Covid-19)) of or by any supra-national, national, regional, state or local Governmental Entity, or market administrator, (d) any changes in GAAP or accounting standards or interpretations thereof, (e) epidemics, pandemics (including Covid-19), earthquakes, any weather-related or other force majeure event or natural disasters or outbreak or escalation of hostilities or acts of war or terrorism or any worsening of any such conditions or occurrences, (f) the announcement or the existence of, compliance with or performance under, this Agreement or the transactions contemplated hereby, (g) any taking of any action at the request of any Purchaser, (h) any failure by the Company to meet any financial projections or forecasts or estimates of revenues, earnings or other financial metrics for any period (provided that the exception in this clause (h) shall not prevent or otherwise affect a determination that any event, change, effect or development underlying such failure has resulted in a Material Adverse Effect so long as it is not otherwise excluded by this definition), (i) any changes in the share price or trading volume of the Company Common Stock or in the Company's credit rating (provided that the exception in this clause (i) shall not prevent or otherwise affect a determination that any event, change, effect or development underlying such change has resulted in a Material Adverse Effect so long as it is not otherwise excluded by this definition) or (j) the announcement or the existence of the Merger Agreement or the transactions contemplated thereby; except, with respect to subclauses (a) through (e), to the extent that such event, change or development disproportionately affects the Company and its Subsidiaries, taken as a whole, relative to other similarly situated companies in the industries in which the Company and its Subsidiaries operate.

"Merger" means the merger of Falcon Merger Sub Inc. with and into EVO Payments, Inc., with EVO Payments, Inc. surviving the Merger as a wholly-owned Subsidiary of the Company.

"Merger Agreement" means that certain Agreement and Plan of Merger, dated as of August 1, 2022, by and among the Company, Falcon Merger Sub Inc. and EVO Payments, Inc.

"Minimum Ownership Threshold" shall have the meaning set forth in Section 4.07(a).

"Note" or "Notes" shall have the meaning set forth in the preamble hereto.

"NYSE" shall mean the New York Stock Exchange.

"Permitted Loan" shall have the meaning set forth in Section 4.02.

"Permitted Transfers" has the meaning set forth in Section 4.02(a).

"Person" or "person" shall mean an individual, corporation, limited liability or unlimited liability company, association, partnership, trust, estate, joint venture, business trust or unincorporated organization, or a government or any agency or political subdivision thereof, or other entity of any kind or nature.

"Plan of Distribution" means the plan of distribution substantially in the form attached hereto asAnnex A.

"Prohibited Transfers" shall have the meaning set forth in Section 4.02.

"Purchase Price" shall have the meaning set forth in Section 2.01.

"Purchaser(s)" shall have the meaning set forth in the preamble hereto.

"Purchaser Designee" means, as applicable, any individual designated by the Purchasers for appointment or nomination by the Company for election as director pursuant to Sections 4.07(a) and (b) or (f), whether such individual has been proposed or designated for such appointment or nomination, is standing for election as director or is then serving on the Board of Directors. For the avoidance of doubt, only one person may be a Purchaser Designee at any point in time.

"Registrable Securities" shall mean the Subject Securities; provided that any Subject Securities will cease to be Registrable Securities when (a) such Subject Securities have been sold or otherwise disposed of pursuant to an effective Registration Statement or in compliance with Rule 144, (b) in the case of Company Common Stock only, at such times as such Purchaser and its Affiliates collectively Beneficially Own less than 1.0% of the outstanding shares of Company Common Stock (assuming any Subject Securities Beneficially Owned by such Person and its Affiliates are converted into shares of Company Common Stock), or (c) such Subject Securities cease to be outstanding; provided, further, that any Notes that have ceased to be Registrable Securities in accordance with the foregoing definition shall not thereafter become Registrable Securities.

"Registration Date" shall have the meaning set forth in Section 5.01(a).

"Registration Expenses" shall mean all expenses incurred by the Company in complying with Article V, including all registration, listing and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees and expenses incurred by the Company in connection with complying with state securities or "blue sky" laws, fees of the Financial Industry Regulatory Authority, Inc., transfer taxes, and fees of transfer agents and registrars, but excluding any underwriting fees, discounts and selling commissions to the extent applicable to the Registrable Securities of the selling holders.

"Registration Statement" shall mean any registration statement of the Company filed or to be filed with the SEC under the rules and regulations promulgated under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, and including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Registration Termination Date" shall have the meaning set forth in Section 5.01(b).

"Rule 144" shall mean Rule 144 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Rule 144A" shall mean Rule 144A promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Rule 405" shall mean Rule 405 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Sanctions" shall have the meaning set forth in Section 3.01(l)(i).

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

"Selling Holders" shall have the meaning set forth in Section 5.03(a)(i).

"Services Agreement" shall have the meaning set forth in Section 2.02(c)(vi).

"SL Securities" has the meaning set forth in the Indenture.

"SLG" means the Purchasers together with their Affiliates, including SLG Affiliates.

"SLG Affiliate" means any Affiliate of Silver Lake Group, L.L.C. that serves as general partner of, or manages or advises, any investment fund Affiliated with Silver Lake Group, L.L.C. that has a direct or indirect investment in the Company.

"SLG Affiliated Director" means the Purchaser Designee and any other person that is a managing director (or if there has been a Director Policy Change, a director) of any Purchaser or any SLG Affiliate that is serving on the Board of Directors.

"SLG Indemnitors" shall have the meaning set forth in Section 4.12.

"Specified Persons" shall have the meaning set forth in Section 6.12.

"Standstill Period" shall mean the period commencing on the Closing Date and ending on the earliest of (i) the later of (A) 90 days after such time as there is no SLG Affiliated Director serving on the Board of Directors (and as of such time the Purchasers no longer have board nomination rights pursuant to this Agreement or otherwise irrevocably waive in a writing delivered to the Company all of such rights) and (B) the two-year anniversary of the Closing Date, (ii) the effective date of a Change in Control and (iii) 90 days after the date on which none of the members of the SLG Group and their respective Affiliates Beneficially Own any Notes or any shares of Company Common Stock other than any shares of Company Common Stock issued to any person as compensation for their service on the Board of Directors.

"Subject Securities" shall mean (i) the Notes; (ii) the shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of the Notes; and (iii) any securities issued as or pursuant to (or issuable upon the conversion, exercise or exchange of any warrant, right or other security that is issued as or pursuant to) a dividend, stock split, combination or any reclassification, recapitalization, merger, consolidation, exchange or any other distribution or reorganization with respect to, or in exchange for, or in replacement of, the securities referenced in clause (i) or (ii) (without giving effect to any election by the Company regarding settlement options upon conversion) above or this clause (iii) (provided that this clause (iii) shall not be applicable to securities issued with respect to, or in exchange for, or in replacement of, the securities referenced in clause (i) or (ii) pursuant to a consolidation or merger of the Company with or into any Person in which the Company Common Stock is, in whole or in part, converted into or exchanged for securities of a different issuer (which may also include cash consideration) in a transaction that will constitute a Change in Control and the shares of Company Common Stock are delisted from NYSE).

"Subsidiary" shall mean, with respect to any Person, any other Person of which 50% or more of the shares of the voting securities or other voting interests are owned or controlled, or the ability to select or elect 50% or more of the directors or similar managers is held, directly or indirectly, by such first Person or one or more of its Subsidiaries, or by such first Person, or by such first Person and one or more of its Subsidiaries.

"Take-Down Notice" shall have the meaning set forth in Section 5.02(b).

"Tax" or "Taxes" shall mean all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, duties, intangibles, franchise, backup withholding, value-added, and other taxes imposed by a Governmental Entity, together with all interest, penalties and additions to tax imposed with respect thereto.

"Tax Return" shall mean a report, return or other document (including any amendments thereto) required to be supplied to a Governmental Entity with respect to Taxes.

"Termination Date" has the meaning set forth in Section 2.03.

"Third Party" shall mean a Person other than any member of SLG or any of their respective Affiliates.

"Third Party Tender/Exchange Offer" shall have the meaning set forth in Section 4.02(a).

"Transaction Agreements" shall have the meaning set forth in Section 3.01(c).

"Transactions" shall have the meaning set forth in Section 3.01(c).

"Trustee" shall mean such trustee as mutually agreed by the Company and the Purchasers.

"Underwritten Offering" shall mean a sale of Registrable Securities to an underwriter or underwriters for reoffering to the public, including in a block trade offered and sold through an underwriter or underwriters.

"U.S. Person" shall mean (a) a "U.S. person" as defined in Section 7701(a)(30) of the Code or (b) a "disregarded entity" (within the meaning of Treasury Regulations Section 301.7701-2(a)), if the person treated as the owner of such entity for U.S. federal income tax purposes is described in clause (a).

"Voting Stock" shall mean securities of any class or kind having the power to vote generally for the election of directors, managers or other voting members of the governing body of the Company or any successor thereto.

"WKSI" means a "well known seasoned issuer" as defined under Rule 405.

Section 1.02 General Interpretive Principles. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The name assigned to this Agreement and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specified, the terms "hereto," "hereof," "herein" and similar terms refer to this Agreement as a whole (including the exhibits, schedules and disclosure statements hereto), references to "the date hereof" refer to the date of this Agreement and references herein to Articles or Sections refer to Articles or Sections of this Agreement. Unless the context otherwise requires, any reference to any rule, regulation, ordinance, order, protocol or law or agreement, instrument, exhibit or schedule defined or referred to herein or in any agreement, instrument, exhibit or schedule that is referred to or defined herein means such rule, regulation, ordinance, order, protocol or law or agreement, instrument, exhibit or schedule as from time to time amended, modified or supplemented, including by succession of comparable successor rule, regulation, ordinance, order, protocol or law, and references to all attachments thereto and instruments incorporated therein. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, none of the Notes will have any right to vote or any right to receive any dividends or other distributions that are made or paid to the holders of the shares of Company Common Stock, except as otherwise expressly provided in the Indenture. The word "or" shall not be exclusive.

ARTICLE II.

SALE AND PURCHASE OF THE NOTES

Section 2.01 Sale and Purchase of the Notes. Subject to the terms and conditions of this Agreement, at the Closing, the Company shall issue and sell to each Purchaser, severally and not jointly, and such Purchaser shall

purchase and acquire from the Company, the applicable principal amount of the Notes listed opposite such Purchaser's name on Schedule I hereto for a purchase price listed opposite such Purchaser's name on Schedule I hereto (such price, the "Purchase Price").

Section 2.02 Closing.

(a) The closing (the "Closing") of the purchase and sale of the Notes hereunder shall take place at the offices of Wachtell, Lipton, Rosen & Katz located at 51 West 52nd Street, New York, New York 10019 at 8:00 a.m. New York time on August 8, 2022 if the conditions set forth in Sections 2.02(c) and (d) have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing) as of such date, or if such conditions have not been satisfied or waived as of August 8, 2022, the date that is three Business Days after the conditions set forth in Sections 2.02(c) and (d) have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing) or at such other place, time or date as may be mutually agreed upon in writing by the Company and the Purchasers (the date on which the Closing actually occurs, the "Closing Date").

(b) To effect the purchase and sale of Notes, upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

(i) the Company shall execute and deliver, and shall instruct the Trustee to execute and deliver, the Indenture at the Closing. The Company shall deliver the fully executed Indenture to each Purchaser at the Closing, against payment in full by or on behalf of each Purchaser of the Purchase Price for the applicable portion of the Notes;

(ii) the Company shall issue and deliver to each Purchaser the applicable portion of the Notes, registered in the name of each Purchaser or through the facilities of The Depository Trust Company as elected by the Purchasers, against payment in full by or on behalf of such Purchaser of the applicable Purchase Price for the applicable portion of the Notes;

(iii) each Purchaser shall cause a wire transfer to be made in same day funds to an account of the Company designated in writing by the Company to the Purchasers in an amount equal to the Purchase Price for the Notes; and

(iv) each Purchaser shall deliver to the Company a duly completed and executed IRS FormW-9.

(c) The obligations of each Purchaser to purchase the Notes are subject to the satisfaction or waiver of the following conditions as of the Closing:

(i) the purchase and sale of the Notes pursuant to Section 2.02(b) shall not be prohibited or enjoined by any governmental authority of competent jurisdiction;

(ii) the Company and the Trustee shall have executed the Indenture on the Closing Date and delivered the Indenture to each Purchaser, and the Company shall have executed and delivered the Notes to such Purchaser;

(iii) (A) the representations and warranties of the Company set forth in Sections 3.01(c) and (e) shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, (B) the representations and warranties of the Company set forth in Section 3.01(h)(ii) shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date and (C) the representations and warranties of the Company set forth in Sections 3.01 (other than Sections 3.01(c), (e) and (h)(ii)) shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except for any representations and warranties that speak as of a specific date, which shall be true and correct respect as of such date) (without giving effect to materiality, Material Adverse Effect, or similar phrases in the representations and warranties), except where the failure of

such representations and warranties referenced in this clause (C) to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect;

(iv) the Company shall have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(v) each Purchaser shall have received a certificate, dated the Closing Date, duly executed by an executive officer of the Company on behalf of the Company, certifying that the conditions specified in Section 2.02(c)(iii) and (iv) have been satisfied; and

(vi) each Purchaser shall have received a services agreement in the form agreed to by the Company and the applicable Affiliate of the Purchasers prior to the execution hereof (the "Services Agreement") duly executed by the Company.

(d) The obligations of the Company to sell the Notes to each Purchaser are subject to the satisfaction or waiver of the following conditions as of the Closing:

(i) the purchase and sale of the Notes pursuant to Section 2.02(b) shall not be prohibited or enjoined by any governmental authority of competent jurisdiction;

(ii) the Trustee shall have executed and delivered the Indenture to the Company;

(iii) the representations and warranties of each Purchaser set forth in Section 3.02 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date;

(iv) each Purchaser shall have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(v) the Company shall have received a certificate, dated the Closing Date, duly executed by an authorized person of each Purchaser on behalf of such Purchaser, certifying that the conditions specified in Section 2.02(d)(iii) and (iv) have been satisfied; and

(vi) the Company shall have received the Services Agreement duly executed by the applicable Affiliate of the Purchasers party thereto.

Section 2.03 Termination. Notwithstanding anything to the contrary contained herein, this Agreement, and all rights and obligations of the parties to this Agreement provided herein, shall terminate, and be of no further force or effect prior to the Closing: (A) upon the mutual written consent of each Purchaser and the Company or (B) if the Closing does not occur on or prior to 5:30 p.m. New York time on August 31, 2022, this Agreement shall automatically terminate on the date that is five Business Days following such date and each of the parties hereto shall be relieved of its duties and obligations arising under this Agreement after the date of such termination; provided, that this Agreement shall not so terminate and shall continue in full force and effect so long as the Company or the Purchasers are seeking to specifically enforce the other party's obligation to consummate the Closing; provided, further, that no such termination shall relieve any party hereto of liability for any breach or default under this Agreement prior to such termination.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Company. Except as disclosed in the Company Reports filed with or furnished to the SEC and publicly available prior to the date hereof (excluding in each case any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports, and any

other disclosures included therein to the extent they are predictive or forward-looking in nature), the Company represents and warrants to the Purchasers as follows:

(a) Existence and Power. The Company is duly organized, validly existing and in good standing under the laws of the State of Georgia. The Company has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is being conducted on the date of this Agreement. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business so as to require such qualification. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Subsidiary of the Company that is a "significant subsidiary" (as defined in Rule 1.02(w) of the SEC's Regulation S-X) has been duly organized and is validly existing in good standing (to the extent that the concept of "good standing" is recognized by the applicable jurisdiction) under the laws of its jurisdiction of organization.

(b) Capitalization. The authorized share capital of the Company consists of 400,000,000 shares of Company Common Stock and 5,000,000 shares of preferred stock, no par value (the "Company Preferred Stock"), of the Company. As of June 30, 2022, there were 277,032,813 shares of Company Common Stock issued and outstanding, including awards in respect of 1,765,197 restricted shares of Company Common Stock, and no shares of Company Preferred Stock issued and outstanding. As of June 30, 2022, there were (i) 1,264,231 shares of Company Common Stock reserved for issuance upon the exercise of outstanding options and (ii) 730,499 shares of Company Common Stock reserved for issuance upon the settlement of the Company's restricted stock unit awards (including Company Common Stock reserved for issuance upon the settlement of outstanding performance-based restricted stock unit awards (determined assuming maximum achievement of any applicable performance goals for which performance has not been determined as of June 30, 2022)). Since June 30, 2022 through the date hereof, (A) the Company has only issued options, shares of restricted stock, restricted stock units, or other rights to acquire shares of Company Common Stock in the ordinary course of business consistent with past practice and (B) the only shares of capital stock issued by the Company were pursuant to restricted stock or otherwise pursuant to outstanding options, restricted stock units and other rights to purchase shares of Company Common Stock. All outstanding shares of Company Common Stock are duly authorized, validly issued, fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. Except as set forth above, as of the date hereof the Company has not issued any securities, the holders of which have the right to vote with the stockholders of Company on any matter. Except as provided in this Agreement, the Notes and the Indenture and except as set forth in or contemplated by this Section 3.01(b), as of the date hereof there are no existing options, warrants, calls, preemptive (or similar) rights, subscriptions or other rights, agreements or commitments obligating the Company to issue, transfer or sell, or cause to be issued, transferred or sold, any capital stock of the Company or any securities convertible into or exchangeable for such capital stock and there are no current outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any of its shares of capital stock.

(c) Authorization. The execution, delivery and performance of this Agreement, the Indenture, the Notes and the Services Agreement (the "Transaction Agreements") and the consummation of the transactions contemplated herein and therein (collectively, the "Transactions") have been duly authorized by the Board of Directors and all other necessary corporate action on the part of the Company. Assuming this Agreement constitutes the valid and binding obligation of the Purchasers, this Agreement is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the limitation of such enforcement by (A) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to creditors' rights generally or (B) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law (the "Enforceability Exceptions"). On the Closing Date, the Indenture will be duly executed and delivered by the Company and, assuming the Indenture will be a valid and binding obligation of the

Trustee, the Indenture will be a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions. Pursuant to resolutions previously provided to the Purchasers, the Board of Directors or a committee thereof composed solely of two or more "non-employee directors" as defined in Rule 16b-3 of the Exchange Act has approved, or will approve in advance of the Closing, for the express purpose of exempting each such transaction from Section 16(b) of the Exchange Act, pursuant to Rule 16b-3 thereunder to the extent applicable and permitted by law, the transactions contemplated by the Transaction Agreements, including the acquisition of the Notes, any disposition of such Notes upon the conversion thereof, any acquisition of Company Common Stock upon conversion of the Notes, any deemed acquisition or disposition in connection therewith, and all transactions with the Company related thereto.

(d) General Solicitation; No Integration. Other than with respect to SLG and its Affiliates, neither the Company nor any other Person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of the Notes. The Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be integrated with the Notes sold pursuant to this Agreement.

(e) Valid Issuance. The Notes have been duly authorized by all necessary corporate action of the Company. When issued and sold against receipt of the consideration therefor, the Notes will be valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to the limitation of such enforcement by the Enforceability Exceptions. The Company has available for issuance the maximum number of shares (including make-whole shares) of Company Common Stock initially issuable upon conversion of the Notes if such conversion were to occur immediately following Closing (assuming fully physical share settlement). The Company Common Stock to be issued upon conversion of the Notes in accordance with the terms of the Notes has been duly authorized, and when issued upon conversion of the Notes, all such Company Common Stock will be validly issued, fully paid and nonassessable and free of pre-emptive or similar rights.

(f) Non-Contravention/No Consents. The execution, delivery and performance of the Transaction Agreements, the issuance of the shares of Company Common Stock upon conversion of the Notes in accordance with their terms and the consummation by the Company of the Transactions, does not conflict with, violate or result in a breach of any provision of, or constitute a default under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, (i) the certificate of incorporation or bylaws of the Company, (ii) any mortgage, note, indenture, deed of trust, lease, license, loan agreement or other agreement binding upon the Company or any of its Subsidiaries outstanding as of the Closing Date or (iii) any permit, license, judgment, order, decree, ruling, injunction, statute, law, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries, other than in the cases of clauses (ii) and (iii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Assuming the accuracy of the representations of each Purchaser set forth herein, other than (A) any required filings or approvals under the HSR Act or any foreign antitrust or competition laws, requirements or regulations in connection with the issuance of shares of Company Common Stock upon the conversion of the Notes, (B) the filing of a Supplemental Listing Application with the NYSE, (C) any required filings pursuant to the Exchange Act or the rules of the SEC or the NYSE or (D) as have been obtained prior to the date of this Agreement, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required on the part of the Company or any of its Subsidiaries in connection with the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions (in each case other than the transactions contemplated by Article V), except for any consent, approval, order, authorization, registration, declaration, filing, exemption or review the failure of which to be obtained or made, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. As of the date hereof, the Company is a WKSI eligible to file a registration statement on Form S-3 under the Securities Act.

(g) Reports; Financial Statements.

(i) The Company has filed or furnished, as applicable, (A) its annual report on Form 10-K for the fiscal year ended December 31, 2021, (B) its quarterly report on Form 10-Q for its fiscal quarter ended March 31, 2022, (C) its proxy statement relating to the annual meeting of the stockholders of the Company held in 2022 and (D) all other forms, reports, schedules and other statements required to be filed or furnished by it with the SEC under the Exchange Act or the Securities Act since December 31, 2021 (collectively, the "Company Reports"). As of its respective date, and, if amended, as of the date of the last such amendment, each Company Report complied in all material respects as to form with the applicable requirements of the Securities Act and the Exchange Act, and any rules and regulations promulgated thereunder applicable to such Company Report. As of its respective date, and, if amended, as of the date of the last such amendment, no Company Report contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(ii) Each of the consolidated balance sheets, and the related consolidated statements of income, changes in stockholders' equity and cash flows, included in the Company Reports filed with the SEC under the Exchange Act (A) have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries, (B) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates shown and the results of the consolidated operations, changes in stockholders' equity and cash flows of the Company and its consolidated Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth, subject, in the case of any unaudited financial statements, to normal recurring year-end audit adjustments, (C) have been prepared in accordance with GAAP consistently applied during the periods involved, except as otherwise set forth therein or in the notes thereto, and in the case of unaudited financial statements except for the absence of footnote disclosure, and (D) otherwise comply in all material respects with the requirements of the SEC.

(iii) On or prior to the date hereof, the Company has furnished to each Purchaser the final form of the Merger Agreement.

(h) Absence of Certain Changes. Since December 31, 2021, (i) the Company and its Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business (other than in connection with the Transactions, the Merger and the transactions contemplated by the Merger Agreement) and (ii) no events, changes or developments have occurred that, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

(i) No Undisclosed Liabilities, etc. As of the date hereof, there are no liabilities of the Company or any of its Subsidiaries that would be required by GAAP to be reflected on the face of the balance sheet, except (i) liabilities reflected or reserved against in the financial statements or disclosed in the notes thereto contained in the Company Reports, (ii) liabilities incurred since March 31, 2022, in the ordinary course of business, (iii) liabilities incurred in connection with the Transactions, the Merger and the transactions contemplated by the Merger Agreement and (iv) liabilities that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(j) Compliance with Applicable Law. Each of the Company and its Subsidiaries has complied in all respects with, and is not in default or violation in any respect of, any law, statute, order, rule, regulation, policy or guideline of any federal, state or local governmental authority or binding industry standard applicable to the Company or such Subsidiary, other than such non-compliance, defaults or violations that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

(k) Legal Proceedings. As of the date hereof, neither the Company nor any of its Subsidiaries is a party to any, and there are no pending, or to the knowledge of the Company, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental investigations of any nature against the Company or any of its Subsidiaries (i) that, individually or in the aggregate, have had or would

reasonably be expected to have a Material Adverse Effect or (ii) that challenge the validity of or seek to prevent the Transactions. As of the date hereof, neither the Company nor any of its Subsidiaries is subject to any order, judgment or decree of a Governmental Entity that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect. As of the date hereof, except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, there is no investigation or review pending or, to the knowledge of the Company, threatened by any Governmental Entity with respect to the Company or any of its Subsidiaries.

(l) Anti-Corruption, Anti-Money Laundering, and Economic Sanctions Compliance.

(i) The Company or any of its Subsidiaries, each of their respective officers and directors and, to the Company's knowledge, their respective employees and agents acting on behalf of the Company or any of its Subsidiaries are, and for the past five (5) years have been, in material compliance with: (A) anti-bribery and anti-corruption laws applicable to the Company or any of its Subsidiaries, including the Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010 (collectively, "Anti-Corruption Laws"); (B) the anti-money laundering statutes of all relevant jurisdictions, the rules and regulations promulgated thereunder and any other rules or regulations relating to anti-money laundering issued, administered or enforced by any relevant Governmental Entity (collectively, the "Anti-Money Laundering Laws"); and (C) economic sanctions administered or enforced by the Office of Foreign Assets Control and the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other relevant sanctions authority (collectively, "Sanctions"). In the past five (5) years, neither (x) the Company, any of its Subsidiaries or any of their respective officers or directors or (y) to the Company's knowledge, any of its or any of its Subsidiaries' respective employees or agents acting on behalf of the Company or any of its Subsidiaries has made any offer or promise of, or has otherwise authorized, any direct or indirect payment or benefit to any foreign or domestic government official in violation of any Anti-Corruption Law. The Company and all of its Subsidiaries maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

(ii) In the past five (5) years, the Company or any of its Subsidiaries have not engaged in any transactions or business dealings with any Person that is the subject or target of Sanctions, or in or with any country or territory that is the subject or target of comprehensive Sanctions, in each case at the time of such transaction or business dealing (at the time of this Agreement, Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, Cuba, Iran, North Korea, and Syria).

(iii) To the knowledge of the Company, no Governmental Entity is investigating or, in the past five (5) years, has conducted, initiated or threatened any investigation of or action against the Company or any of its Subsidiaries in connection with an alleged or potential violation of any applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(m) Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) each of the Company and its Subsidiaries own or have the right to use the patents, trademarks, service marks, trade names, domain names and other source indicators, copyrights, know-how, trade secrets and other intellectual property rights (collectively, "Intellectual Property") used in the conduct of their businesses as currently conducted; (ii) the conduct of the Company's and its Subsidiaries' businesses does not infringe or violate any Intellectual Property of any Person and no Person is infringing or violating any Intellectual Property owned by the Company or a Subsidiary; (iii) the Company and each of its Subsidiaries have not distributed, conveyed or made available to third parties any software that is subject to any open source or similar license that requires the licensing or availability of material proprietary source code in such circumstances and (iv) no Person (other than employees or service providers working on behalf of the Company or its Subsidiaries and subject to reasonable confidentiality arrangements) has the current or contingent right to access or possess any of their proprietary source code.

(n) Data Security; Privacy. The software, systems, networks, databases and other information technology assets ("IT Assets") used by the Company and its Subsidiaries are adequate for the operation of their businesses as currently conducted and are free of defects, malware, viruses or other corruptants. The Company and its Subsidiaries take, and have taken, commercially reasonable actions (including implementing organizational, physical, administrative and technical measures) to protect and maintain the integrity, security, operation and redundancy of the IT Assets used by or on behalf of the Company and its Subsidiaries, whether proprietary or those of third parties (including all data, including personal and confidential data, stored thereon and processed thereby), and there have been no violations, outages, breaches, interruptions, or unauthorized accesses to same, other than those that would not reasonably be expected to have a Material Adverse Effect.

(o) Investment Company Act. The Company is not, and immediately after receipt of payment for the Notes will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(p) Taxes and Tax Returns. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect:

(i) the Company and each of its Subsidiaries has timely filed (taking into account all applicable extensions) all Tax Returns required to be filed by it, and all such Tax Returns were correct and complete in all respects, and the Company and each of its Subsidiaries has paid (or has had paid on its behalf) to the appropriate Governmental Entity all Taxes that are required to be paid by it, except, in each case, with respect to matters contested in good faith or for which adequate reserves have been established in accordance with GAAP; and

(ii) there are no disputes pending, or claims asserted in writing, in respect of Taxes of the Company or any of its Subsidiaries for which reserves that are adequate under GAAP have not been established.

(q) Brokers and Finders. The Company has not retained, utilized or been represented by, or otherwise become obligated to, any broker, placement agent, financial advisor or finder in connection with the transactions contemplated by this Agreement whose fees the Purchasers would be required to pay.

(r) No Additional Representations.

(i) The Company acknowledges that each Purchaser makes no representation or warranty as to any matter whatsoever except as expressly set forth in Section 3.02 or in any certificate delivered by such Purchaser pursuant to this Agreement, and the Company has not relied on or been induced by such information or any other representations or warranties (whether express or implied or made orally or in writing) not expressly set forth in Section 3.02 or in any certificate delivered by such Purchaser pursuant to this Agreement.

(ii) The Company acknowledges and agrees that, except for the representations and warranties expressly set forth in Section 3.02 or in any certificate delivered by each Purchaser pursuant to this Agreement, (i) no person has been authorized by such Purchaser to make any representation or warranty relating to such Purchaser or otherwise in connection with the transactions contemplated hereby, and if made, such representation or warranty must not be relied upon by the Company as having been authorized by such Purchaser, and (ii) any materials or information provided or addressed to the Company or any of its Affiliates or representatives are not and shall not be deemed to be or include representations or warranties of such Purchaser unless any such materials or information are the subject of any express representation or warranty set forth in Section 3.02 of this Agreement or in any certificate delivered by such Purchaser pursuant to this Agreement.

Section 3.02 Representations and Warranties of Each Purchaser. Each Purchaser, severally and not jointly, represents and warrants to, and agrees with, the Company as follows:

(a) Organization; Ownership. Such Purchaser is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited partnership power and authority to own, operate and lease its properties and to carry on its business as it is being conducted on the date of this Agreement.

(b) Authorization; Sufficient Funds; No Conflicts.

(i) Such Purchaser has full partnership power and authority to execute and deliver this Agreement and to consummate the Transactions to which it is a party. The execution, delivery and performance by such Purchaser of this Agreement and the consummation of the Transactions to which it is a party have been duly authorized by all necessary partnership action on behalf of such Purchaser. No other proceedings on the part of such Purchaser are necessary to authorize the execution, delivery and performance by such Purchaser of this Agreement and consummation of the Transactions to which it is a party. This Agreement has been duly and validly executed and delivered by such Purchaser. Assuming this Agreement constitutes the valid and binding obligation of the Company, this Agreement is a valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, subject to the limitation of such enforcement by the Enforceability Exceptions.

(ii) Such Purchaser has and will have as of the Closing Date cash in immediately available funds or uncalled and unrestricted capital commitments in excess of the Purchase Price.

(iii) The execution, delivery and performance of this Agreement by such Purchaser, the consummation by such Purchaser of the Transactions and the compliance by such Purchaser with any of the provisions hereof and thereof will not conflict with, violate or result in a breach of any provision of, or constitute a default under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, (A) any provision of such Purchaser's organizational documents, (B) any mortgage, note, indenture, deed of trust, lease, license, loan agreement or other agreement binding upon such Purchaser or any of its Affiliates or (C) any permit, license, judgment, order, decree, ruling, injunction, statute, law, ordinance, rule or regulation applicable to such Purchaser or any of its Affiliates, other than in the cases of clauses (B) and (C) as would not reasonably be expected to materially and adversely affect or delay the consummation of the Transactions.

(c) Consents and Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with, or exemption or review by, any Governmental Entity is required on the part of such Purchaser in connection with the execution, delivery and performance by such Purchaser of this Agreement and the consummation by such Purchaser of the Transactions, except for any required filings or approvals under the HSR Act or any foreign antitrust or competition laws upon the issuance of shares of Company Common Stock upon the conversion of the Notes, requirements or regulations in connection with the issuance of shares of Company Common Stock upon the conversion of the Notes and any consent, approval, order, authorization, registration, declaration, filing, exemption or review the failure of which to be obtained or made, individually or in the aggregate, would not reasonably be expected to adversely affect or delay the consummation of the Transactions by such Purchaser.

(d) Securities Act Representations.

(i) Such Purchaser is an accredited investor (as defined in Rule 501 of the Securities Act) and is aware that the sale of the Notes is being made in reliance on a private placement exemption from registration under the Securities Act. Such Purchaser is acquiring the Notes (and any shares of Company Common Stock issuable upon conversion of the Notes) for its own account, and not with a view toward, or for sale in connection with, any distribution thereof in violation of any federal or state securities or "blue sky" law, or with any present intention of distributing or selling such Notes (or any

shares of Company Common Stock issuable upon conversion of the Notes) in violation of the Securities Act. Such Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in such Notes (and any shares of Company Common Stock issuable upon conversion of the Notes) and is capable of bearing the economic risks of such investment. Such Purchaser has been provided a reasonable opportunity to undertake and has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

(ii) Such Purchaser has no current intent or purpose to take any action that would be a violation of this Agreement.

(iii) Neither such Purchaser (or any of its Affiliates) is acting in concert, and neither such Purchaser (or any of its Affiliates) has any agreement or understanding, with any Person that is not an Affiliate of such Purchaser, and is not otherwise a member of a "group" (as such term is used in Section 13(d)(3) of the Exchange Act), with respect to the Company or its securities.

(iv) Neither such Purchaser (nor any of its Affiliates) is a "bad actor" as defined in Rule 506(d) of the Securities Act.

(e) Brokers and Finders. Such Purchaser has not retained, utilized or been represented by, or otherwise become obligated to, any broker, placement agent, financial advisor or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

(f) Ownership of Shares. None of such Purchaser or its Affiliates Beneficially Own any shares of Company Common Stock (without giving effect to the issuance of the Notes hereunder) other than any shares of Company Common Stock Beneficially Owned by managing directors, officers or other employees of SLG in their respective individual capacities.

(g) Purchaser Status. Such Purchaser is a U.S. Person.

(h) No Additional Representations.

(i) Such Purchaser acknowledges that the Company does not make any representation or warranty as to any matter whatsoever except as expressly set forth in Section 3.01 or in any certificate delivered by the Company pursuant to this Agreement, and specifically (but without limiting the generality of the foregoing), that, except as expressly set forth in Section 3.01 or in any certificate delivered by the Company pursuant to this Agreement, the Company makes no representation or warranty with respect to (A) any matters relating to the Company, its business, financial condition, results of operations, prospects or otherwise, (B) any projections, estimates or budgets delivered or made available to such Purchaser (or any of its Affiliates, officers, directors, employees or other representatives) of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of the Company and its Subsidiaries or (C) the future business and operations of the Company and its Subsidiaries, and such Purchaser has not relied on or been induced by such information or any other representations or warranties (whether express or implied or made orally or in writing) not expressly set forth in Section 3.01 or in any certificate delivered by the Company pursuant to this Agreement.

(ii) Such Purchaser has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and its Subsidiaries and acknowledges such Purchaser has been provided with sufficient access for such purposes. Such Purchaser acknowledges and agrees that, except for the representations and warranties expressly set forth in Section 3.01 or in any certificate delivered by the Company pursuant to this Agreement, (i) no person has been authorized by the Company to make any representation or warranty relating to itself or its business or otherwise in connection with the transactions contemplated hereby, and if made, such representation or warranty must not be relied upon by such Purchaser as having been

authorized by the Company, and (ii) any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to such Purchaser or any of its Affiliates or representatives are not and shall not be deemed to be or include representations or warranties of the Company unless any such materials or information are the subject of any express representation or warranty set forth in Section 3.01 of this Agreement or in any certificate delivered by the Company pursuant to this Agreement.

ARTICLE IV.

ADDITIONAL AGREEMENTS

Section 4.01 Taking of Necessary Action. Each party hereto agrees to use its reasonable efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the sale and purchase of the Notes hereunder, subject to the terms and conditions hereof and compliance with applicable law. In case at any time before or after the Closing any further action is necessary or desirable to carry out the purposes of the sale and purchase of the Notes, the proper officers, managers and directors of each party to this Agreement shall take all such necessary action as may be reasonably requested by, and the sole expense of, the requesting party.

Section 4.02 Lock-Up; Non-Conversion.

(a) Notwithstanding any rights provided in Article V, each Purchaser shall not, without the Company's prior written consent, directly or indirectly, during the Lock-Up Period (a) sell, offer, transfer, assign, mortgage, hypothecate, gift, pledge or dispose of, enter into or agree to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, mortgage, hypothecation, gift, assignment or similar disposition of (any of the foregoing, a "transfer"), any of the Notes or any shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of any of the Notes (other than (i) any transfer to such Purchaser's Affiliate (including any SLG Affiliate) that (1) is an entity organized or incorporated under the laws of the United States, any State thereof or the District of Columbia and is a U.S. Person and (2) executes and delivers to the Company a Joinder becoming a Purchaser party to this Agreement and the Confidentiality Agreement and a duly completed and executed IRS Form W-9, (ii) to the Company or any of its Subsidiaries, (iii) to a Third Party for cash solely to the extent that all of the net proceeds of such sale are used to satisfy a margin call (i.e. posted as collateral) or repay a Permitted Loan to the extent necessary to satisfy a bona fide margin call, mandatory prepayment (or substantially similar) event or event of default on such Permitted Loan or avoid a bona fide margin call on such Permitted Loan that is reasonably likely to occur (in each case through no fault of such Purchaser or any of its Affiliates), (iv) the tender of any Company Common Stock into any tender or exchange offer made to some or all of the holders of Company Common Stock by a Third Party for a number of outstanding shares of Voting Stock that, if consummated, would result in a Change in Control solely to the extent that (x) the Board of Directors has recommended such tender or exchange offer in a Schedule 14D-9 under the Exchange Act or (y) such tender offer or exchange offer is either (I) a tender offer or exchange offer for less than all of the outstanding shares of Company Common Stock or (II) part of a two-step transaction and the consideration to be received in the second step of such transaction is not identical in the amount or form of consideration (or the election of the type of consideration available to the holders of the Company Common Stock is not identical in the second step of such transaction) as the first step of such transaction (a "Third Party Tender/Exchange Offer") (and any related conversion of Notes to the extent required to effect such tender or exchange) (for the avoidance of doubt, if such Third Party Tender/Exchange Offer does not close for any reason, the restrictions on transfer contained herein shall continue to apply to any Company Common Stock received pursuant to the conversion of any Notes that had previously been converted to participate in any such tender or exchange offer), or (v) any transfer effected pursuant to and in accordance with the terms of any merger, consolidation or similar transaction consummated by the Company (the transfers contemplated by clauses (i) through (v) are referred to herein

as "Permitted Transfers")) or (b) enter into or engage in any hedge, swap, short sale, derivative transaction or other agreement or arrangement that transfers to any Third Party, directly or indirectly, in whole or in part, any of the economic consequences of ownership of the Notes or any shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of any of the Notes (such actions in clauses (a) and (b), "Prohibited Transfers"). Following the Lock-Up Period, each Purchaser shall not transfer any of the Notes or any shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of the Notes to any of its Affiliates that (i) is not an entity organized or incorporated under the laws of the United States, any State thereof or the District of Columbia or is not a U.S. Person or (ii) did not execute and deliver to the Company a Joinder becoming a Purchaser party to this Agreement and the Confidentiality Agreement or did not deliver to the Company a duly completed and executed IRS Form W-9. Any purported Prohibited Transfer in violation of this Section 4.02 shall be null and void*ab initio*. Notwithstanding the foregoing, each Purchaser (or a controlled Affiliate of such Purchaser) shall be permitted to mortgage, hypothecate, and/or pledge the Notes and/or the shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of the Notes in respect of one or more bona fide purpose (margin) or bona fide non-purpose loans (each, a "Permitted Loan"). Any Permitted Loan entered into by such Purchaser or its controlled Affiliates shall be with one or more financial institutions and nothing contained in this Agreement shall prohibit or otherwise restrict the ability of any lender (or its securities' affiliate) or collateral agent or trustee to foreclose upon and sell, dispose of or otherwise transfer the Notes and/or shares of Company Common Stock (including shares of Company Common Stock received upon conversion or repurchase by the Company of the Notes following foreclosure on a Permitted Loan) mortgaged, hypothecated and/or pledged to secure the applicable obligations of the borrower following an event of default under a Permitted Loan. Notwithstanding the foregoing or anything to the contrary herein, in the event that any lender or other creditor under a Permitted Loan transaction (including any agent or trustee on their behalf) or any affiliate of the foregoing exercises any rights or remedies in respect of the Notes or the shares of Company Common Stock issuable or issued upon conversion or repurchase by the Company of the Notes or any other collateral for any Permitted Loan, no lender, creditor, agent or trustee on their behalf or affiliate of any of the foregoing (other than, for the avoidance of doubt, such Purchaser or any of its Affiliates) shall be entitled to any rights or have any obligations or be subject to any transfer restrictions or limitations hereunder (including, without limitation, the rights or benefits provided for in Section 4.06 and Section 4.07) except and to the extent for those expressly provided for in Article V, Section 6.03 and the final sentence of Section 6.07.

(b) Notwithstanding anything in this Agreement or elsewhere to the contrary, any sale of Notes or Company Common Stock shall be subject to any applicable limitations set forth in this Section 4.02 and Article V but shall not be subject to any policies, procedures or limitations (other than any applicable federal securities laws and any other applicable laws) otherwise applicable to the SLG Affiliated Directors with respect to trading in the Company's securities and the Company acknowledges and agrees that such policies, procedures or limitations applicable to the SLG Affiliated Directors shall not be violated by any such transfer, other than any applicable federal securities laws and any other applicable laws.

(c) Notwithstanding anything in the Notes or in the Indenture to the contrary, during theLock-Up Period, each Purchaser (including any party that signs a Joinder) shall not, without the Company's prior written consent, convert (or give notice of conversion of) any of the Notes, irrespective of whether permitted pursuant to the terms of the Notes or the Indenture, except in connection with a transfer of shares of Company Common Stock issuable upon conversion of such Notes that is pursuant to clauses (iii), (iv) or (v) of the definition of "Permitted Transfer"; provided, that notwithstanding the foregoing, following an event of default under a Permitted Loan, the applicable lenders may convert the Notes (including in the name of such Purchaser) in accordance with the terms and conditions set forth in the Indenture. For the avoidance of doubt, notwithstanding anything in the Notes or in the Indenture to the contrary, the Company shall not be obligated to issue any shares of Company Common Stock to any Purchaser or any of its Affiliates during the Lock-Up Period pursuant to this Agreement, the Notes or the Indenture except as contemplated in the immediately preceding sentence.

Section 4.03 Standstill.

(a) Each Purchaser agrees that, during the Standstill Period (unless specifically requested in writing by the Company), such Purchaser shall not, and shall cause each of its Affiliates and Associates (collectively and individually, the "Purchaser Affiliates,") not to, directly or indirectly, in any manner, alone or in concert with others:

(i) make, engage in, or in any way participate in, directly or indirectly, any "solicitation" of proxies (as such terms are used in the proxy rules of the SEC but without regard to the exclusion set forth in Rule 14a-1(l)(2)(iv)) or consents to vote, or seek to advise, encourage or influence any person with respect to the voting of any securities of the Company for the election of individuals to the Board of Directors or to approve stockholder proposals that have not been authorized and approved, or recommended for approval, by the Board of Directors, or become a "participant" in any contested "solicitation" (as such terms are defined or used under the Exchange Act) for the election of directors with respect to the Company, other than a "solicitation" or acting as a "participant" in support of all of the nominees of the Board of the Directors at any stockholder meeting, or make or be the proponent of any stockholder proposal (pursuant to Rule 14a-8 under the Exchange Act or otherwise);

(ii) form, join, encourage, influence, advise or in any way participate in any "group" (as such term is defined in Section 13(d)(3) of the Exchange Act) with any persons who are not such Purchaser's Purchaser Affiliates with respect to any securities of the Company or otherwise in any manner agree, attempt, seek or propose to deposit any securities of the Company or any securities convertible or exchangeable into or exercisable for any such securities in any voting trust or similar arrangement, or subject any securities of the Company to any arrangement or agreement with respect to the voting thereof, except as expressly permitted by this Agreement;

(iii) acquire, offer or propose to acquire, or agree to acquire, directly or indirectly, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a partnership, limited partnership, syndicate or other group (including any group of persons that would be treated as a single "person" under Section 13(d) of the Exchange Act), through swap or hedging transactions or otherwise, any securities of the Company or any rights decoupled from the underlying securities that would result in such Purchaser (together with such Purchaser's Purchaser Affiliates), having Beneficial Ownership in more than 12.5% in the aggregate of the shares of the Company Common Stock outstanding at such time, excluding any issuance by the Company of shares of Company Common Stock or options, warrants or other rights to acquire Common Stock (or the exercise thereof) to any SLG Affiliated Director as compensation for their membership on the Board of Directors; provided that nothing herein will require any Notes, shares of Company Common Stock or other securities to be sold to the extent such Purchaser and such Purchaser's Purchaser Affiliates, collectively, exceed the ownership limit under this paragraph as the result of a share repurchase or any other Company actions that reduces the number of outstanding shares of Company Common Stock. For the avoidance of doubt, this Section 4.03(a)(iii) shall not restrict conversion of the Notes and shall not be violated by any conversion rate adjustment. For purposes of this Section 4.03(a)(iii), no securities Beneficially Owned by a portfolio company of such Purchaser or its Affiliates will be deemed to be Beneficially Owned by such Purchaser or any of its Affiliates only so long as (x) such portfolio company is not an Affiliate of such Purchaser for purposes of this Section 4.03 under the definition of "Affiliate" in this Agreement, (y) neither such Purchaser and nor any of its Purchaser Affiliates has encouraged, instructed, directed, assisted or advised such portfolio company with respect to the acquisition, voting or disposition of securities of the Company by the portfolio company and (z) neither such Purchaser or any of its Affiliates is a member of a group (as such term is defined in Section 13(l)(3) of the Exchange Act) with that portfolio company with respect to any securities of the Company;

(iv) transfer, directly or indirectly, through swap or hedging transactions or otherwise, the Notes or Company Common Stock Beneficially Owned by such Purchaser or its Affiliates or any economic or voting rights decoupled from the underlying securities held by such Purchaser or its Affiliates to any

Third Party that, to the knowledge of such Purchaser at the time it enters into such transaction, would result in such Third Party, together with its Affiliates and Associates, having Beneficial Ownership in the aggregate of more than 12.5% of the shares of Company Common Stock outstanding at such time; provided, that (x) such Purchaser or its Affiliates, as applicable, shall provide written notice to the Company if it has actual knowledge at the time of such transaction that such transfer, directly or indirectly, through swap or hedging transactions or otherwise, of its Notes or Company Common Stock to any Third Party would result in such Third Party, together with its Affiliates and Associates, having Beneficial Ownership in the aggregate of more than 9.9% of the shares of Company Common Stock outstanding at such time and (y) nothing in this clause (iv) shall in any way prohibit, limit or restrict any transfer (A) pursuant to a Permitted Loan or any foreclosure thereunder, (B) pursuant to a Third Party Tender/Exchange Offer or pursuant to a merger, consolidation or similar transaction entered into by the Company, (C) in a bona fide underwritten public offering (or an equivalent transaction under Rule 144A), in a block sale to one or more broker-dealers in connection with a transaction pursuant to Rule 144A or in a broker transaction pursuant to Rule 144 (provided that, in relation to any such Rule 144A offering or Rule 144 transaction, such Purchaser has not instructed or encouraged such initial purchaser, broker or broker dealer as applicable, to sell such Notes or Company Common Stock to a specific Third Party or class of Third Parties which would result in a violation of this clause (iv)), or (D) in a derivatives transaction entered into with, or purchased from, a bank, broker-dealer or other recognized derivatives dealer that is not a hedge fund or activist investor, or to the knowledge of such Purchaser, an Affiliate of a hedge fund or activist investor;

(v) effect or seek to effect, offer or propose to effect, cause or participate in, or in any way assist or facilitate any other person to effect or seek, offer or propose to effect or participate in, any tender or exchange offer, merger, consolidation, acquisition, scheme of arrangement, business combination, recapitalization, reorganization, sale or acquisition of all or substantially all assets, liquidation, dissolution or other extraordinary transaction involving the Company or any of its Subsidiaries or joint ventures or any of their respective securities (each, an "Extraordinary Transaction"), or make any public statement with respect to an Extraordinary Transaction;provided, however, that this clause shall not preclude the tender by such Purchaser or its Purchaser Affiliate of any securities of the Company into any Third Party Tender/Exchange Offer (and any related conversion of Notes to the extent required to effect such tender) or the vote by such Purchaser or its Purchaser Affiliate of any voting securities of the Company with respect to any Extraordinary Transaction;

(vi) (A) call or seek to call any meeting of stockholders of the Company, including by written consent, (B) seek representation on the Board of Directors, except as expressly set forth herein, (C) seek the removal of any member of the Board of Directors (other than an SLG Affiliated Director in accordance with Section 4.07), (D) solicit consents from stockholders or otherwise act or seek to act by written consent with respect to the Company, (E) conduct a referendum of stockholders of the Company or (F) make a request for any stockholder list or other Company books and records, whether pursuant to Section 220 of the DGCL or otherwise;

(vii) take any action in support of or make any proposal or request that constitutes: (A) controlling or changing the Board of Directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any vacancies on the Board of Directors, (B) any material change in the capitalization or dividend policy of the Company, (C) any other material change in the Company's management, business or corporate structure, (D) seeking to have the Company waive or make amendments or modifications to the Company's certificate of incorporation or bylaws, or other actions that may impede or facilitate the acquisition of control of the Company by any person, (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; or (F) causing a class of equity securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(viii) make statements reasonably expected to disparage or cause to be disparaged the Company or its Subsidiaries or any of its current or former officers or directors in a manner reasonably expected to cause harm to such person and using a means of communication that is reasonably expected to be and results in a broad dissemination of such remarks (provided such Purchaser or its applicable Affiliates shall have an opportunity to publicly cure any such statement within two (2) Business Days after being informed by the Company that such Purchaser or its Affiliates have breached this clause (viii));

(ix) make any public disclosure, announcement or statement regarding any intent, purpose, plan or proposal with respect to the Board of Directors, the Company, its management, policies or affairs, any of its securities or assets or this Agreement that is inconsistent with the provisions of this Agreement;

(x) enter into any discussions, negotiations, agreements or understandings with any Third Party with respect to any of the foregoing, or advise, assist, knowingly encourage or seek to persuade any Third Party to take any action or make any statement with respect to any of the foregoing; or

(xi) request, directly or indirectly, any amendment, modification or waiver of this Section 4.03 (including this clause (xi)), other than a confidential request made to the Company that would not reasonably be expected to require any public disclosure.

(b) The foregoing provisions of Section 4.03(a) shall not be deemed to prohibit a Purchaser or any of its Purchaser Affiliates or their respective directors, executive officers, partners, employees or managing members or agents (acting in such capacity) from communicating privately with the Company's directors, officers or advisors so long as such communications are not intended to, and would not reasonably be expected to, require any public disclosure of such communications; provided that no such person may request, directly or indirectly, any amendment, modification or waiver of this Section 4.03 (including Section 4.03(a)(xi) and this Section 4.03(b)).

(c) Nothing in this Section 4.03 shall limit any actions that may be taken by any SLG Affiliated Director acting solely as a director of the Company consistent with his fiduciary duties as a director of the Company.

(d) Notwithstanding anything in this Section 4.03 to the contrary, if (i) the Company enters into a definitive agreement providing for a transaction that, if consummated, would result in a Change in Control and (ii) the Company had not, reasonably prior to entering into such definitive agreement, provided the Purchasers with a written notice inviting the Purchaser Affiliates to make one or more proposals or offers to effect a transaction that would result in Change in Control, then after the announcement of such transaction and prior to the earlier of any termination of such definitive agreement or Company stockholder approval of such definitive agreement, nothing in this Section 4.03 will prevent the Purchaser Affiliates (A) from submitting to the Board of Directors one or more bona fide proposals or offers for an alternative transaction involving, directly or indirectly, one or more Purchaser Affiliates, (B) pursuing and entering into any such alternative transaction with the Company and (C) taking any actions in furtherance of the foregoing, including actions relating to obtaining equity and/or debt financing for the alternative transaction as long as (x) any proposal or offer is conditioned on the proposed transaction being approved by the Board of Directors and (y) the Purchaser Affiliates do not make any public announcement or disclosure of such proposal, offer or actions other than any filings and disclosures that may be required in filings with the SEC.

(e) For purposes of this Section 4.03 only and notwithstanding anything herein to the contrary, in calculating any Purchaser's or any Third Party's Beneficial Ownership of shares of the Company Common Stock, the number of shares of Company Common Stock issuable upon conversion of the Notes Beneficially Owned by each Purchaser and its Affiliates as of any date shall be, for each $1,000 principal amount of the Notes, the sum of the Daily Share Amount (after giving effect to the applicable Cash Percentage then in effect) for the applicable Observation Period as defined and calculated pursuant to the Indenture as if such Note was being converted on such date (and assuming all such Notes would be converted by a single holder).

Section 4.04 Securities Laws. Each Purchaser acknowledges and agrees that, as of the Closing Date, the Notes (and the shares of Company Common Stock that are issuable upon conversion or repurchase by the Company of the Notes) have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Each Purchaser acknowledges that, except as provided in Article V with respect to shares of Company Common Stock and the Notes, such Purchaser has no right to require the Company or any of its Subsidiaries to register the Notes or the shares of Company Common Stock that are issuable upon conversion or repurchase by the Company of the Notes.

Section 4.05 Lost, Stolen, Destroyed or Mutilated Securities. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate for any security of the Company and, in the case of loss, theft or destruction, upon delivery of an undertaking by the holder thereof to indemnify the Company (and, if requested by the Company, the delivery of an indemnity bond sufficient in the judgment of the Company to protect the Company from any loss it may suffer if a certificate is replaced), or, in the case of mutilation, upon surrender and cancellation thereof, the Company will issue a new certificate or, at the Company's option, a share ownership statement representing such securities for an equivalent number of shares or another security of like tenor, as the case may be.

Section 4.06 Antitrust Approval. The Company and the Purchaser acknowledge that one or more filings under the HSR Act or foreign antitrust laws may be necessary in connection with the issuance of shares of Company Common Stock upon conversion or repurchase by the Company of the Notes. Each Purchaser will promptly notify the Company if any such filing is required on the part of such Purchaser. To the extent reasonably requested, the Company, such Purchaser and any other applicable Purchaser Affiliate will use reasonable efforts to cooperate in timely making or causing to be made all applications and filings under the HSR Act or any foreign antitrust requirements in connection with the issuance of shares of Company Common Stock upon conversion or repurchase by the Company of Notes held by such Purchaser or any Purchaser Affiliate in a timely manner and as required by the law of the applicable jurisdiction; provided that, notwithstanding anything in this Agreement to the contrary, the Company shall not have any responsibility or liability for failure of such Purchaser or any of its Affiliates to comply with any applicable law. For as long as there are Notes outstanding and owned by a Purchaser or its Affiliates, the Company shall as promptly as reasonably practicable provide (no more than four (4) times per calendar year) such information regarding the Company and its Subsidiaries as the Purchasers may reasonably request in order to determine what foreign antitrust requirements may exist with respect to any potential conversion of the Notes. Except as provided in Section 6.06, each Purchaser shall be responsible for the payment of the filing fees associated with any such applications or filings.

Section 4.07 Board Nomination Rights.

(a) Effective promptly following the Closing (subject to Section 4.07(c)) and for so long as the Purchasers and their Affiliates collectively Beneficially Own 50% or more of the aggregate principal amount of the Notes Beneficially Owned by the Purchasers and their Affiliates collectively immediately following the Closing (provided that, to the extent any such Notes have been converted into Company Common Stock, Purchasers and their Affiliates shall be deemed to continue to own such Notes for purposes of calculating the principal amount of the Notes pursuant to this sentence for so long as they hold the shares of Company Common Stock issued upon such conversion) (the "Minimum Ownership Threshold"), the Purchasers shall have the right to designate one Purchaser Designee. The initial Purchaser Designee shall be mutually agreed in accordance with Section 4.07(c), and promptly following the Closing (and in any event at or prior to the next regular meeting of the Board of Directors) (subject to Section 4.07(c)) shall be appointed to the Board of Directors as a director with a term expiring at the Company's next annual meeting of the Company's stockholders following the Closing. At each annual meeting of the Company's stockholders following the Closing Date at which the Purchaser Designee's term as a director expires (or, if the stockholders of the Company fail to elect the Purchaser Designee standing for election to the Board of Directors, the annual meeting of the Company's stockholders following the Closing Date at which the Purchaser Designee's term

would have expired had the Purchaser Designee been elected to the Board of Directors), the Company shall nominate for election to the Board of Directors the Purchaser Designee; provided, that the Purchasers shall cease to have the right to designate the Purchaser Designee pursuant to this Section 4.07 from and after such time as the Purchasers and their Affiliates fail to satisfy the Minimum Ownership Threshold.

(b) Subject to the terms and conditions of this Section 4.07 and applicable law, for so long as the Purchasers shall have the right to designate the Purchaser Designee for appointment or nomination by the Company for election to the Board of Directors pursuant to Section 4.07(a), the Company agrees to include the Purchaser Designee in its slate of nominees for election as a director of the Company at each annual meeting of the Company's stockholders (or action by written consent in lieu of such meeting) following the Closing Date at which the Purchaser Designee's term as a director expires (or, if the stockholders of the Company fail to elect the Purchaser Designee standing for election to the Board of Directors, the annual meeting of the Company's stockholders following the Closing Date at which the Purchaser Designee's term would have expired had the Purchaser Designee been elected to the Board of Directors) and to use its reasonable efforts to cause the election of the Purchaser Designee to the Board of Directors (for the avoidance of doubt, the Company will be required to use substantially the same level of efforts and provide substantially the same level of support as is used and/or provided for the other director nominees of the Company with respect to the applicable annual meeting of stockholders or action by written consent in lieu of such meeting). For the avoidance of doubt, failure of the stockholders of the Company to elect the Purchaser Designee to the Board of Directors shall not affect the right of the Purchasers to designate a Purchaser Designee pursuant to this Section 4.07 in any future election of directors.

(c) The Purchaser Designee must be (x) Joseph Osnoss, (y) Mike Bingle or (z) a CEO, managing partner or managing director (or if there has been a Director Policy Change, a director) of Silver Lake Technology Management, L.L.C. (or any successor thereto) that in each case is reasonably acceptable to the Board of Directors and who meets in all material respects all of the requirements of a director of the Company described in this Section 4.07. As a condition to the Purchaser Designee's appointment to the Board of Directors and nomination for election as a director of the Company pursuant to this Section 4.07 (A) the Purchasers and the Purchaser Designee must in all material respects provide to the Company (1) all information reasonably requested by the Company that is required to be or customarily disclosed for directors, candidates for directors, and their affiliates and representatives in a proxy statement or other filings under applicable law or regulation or stock exchange rules or listing standards, in each case, relating to their nomination or election as a director of the Company or the Company's operations in the ordinary course of business and (2) information reasonably requested by the Company in connection with assessing eligibility, independence and other criteria applicable to directors or satisfying compliance and legal or regulatory obligations, in each case, relating to their nomination or election as a director of the Company or the Company's operations in the ordinary course of business, with respect to the Purchasers, their Affiliates and the Purchaser Designee, (B) the Purchaser Designee must be qualified to serve as a director of the Company under the GBCC, applicable law and stock exchange rules regarding service as a director of the Company to the same extent as all other directors of the Company and (C) the Purchaser Designee must satisfy the requirements set forth in the Company's Corporate Governance Guidelines, the Company's Director Code of Conduct and Ethics, and the Company's insider trading policy (subject to Section 4.02), in each case as currently in effect, with such changes thereto (or such successor policies or other similar policies adopted from time to time) as are applicable to all other directors, in each case, as such changes or policies are adopted in good faith by the Board of Directors, and do not by their terms materially, adversely and disproportionately impact the Purchaser Designee relative to all other directors and as are consistent with clause (d) below (the "Specified Guidelines") (for the avoidance of doubt, the Purchaser Designee shall not be required to qualify as an independent director under applicable stock exchange rules and federal securities laws and regulations). The Company will make all information requests pursuant to this Section 4.07(c) in good faith in a timely manner that allows the Purchasers and the Purchaser Designee a reasonable amount of time to provide such information, and will cooperate in good faith with the Purchasers and the Purchaser Designee in connection with their efforts to provide the requested information. Any other SLG Affiliated Director nominated by the Company shall be subject to the same requirements as described in this Section 4.07(c).

(d) The Purchasers acknowledge that at all times while serving as a member of the Board of Directors, each SLG Affiliated Director will be required to comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to all non-executive members of the Board of Directors that (x) are included in the Specified Guidelines or (y) relate to the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board of Directors or committees of the Board of Directors to the extent not disclosed publicly by the Company (subject to the terms of the Confidentiality Agreement). Notwithstanding the foregoing, (i) under no circumstances will such policies, procedures, processes, codes, rules, standards and guidelines be violated by the Purchaser Designee for purposes hereof (x) receiving compensation from the Purchasers or any of their Affiliates or (y) failing to notify, or receive the approval of, of the Company prior to accepting an invitation to serve on another board of directors and (ii) if such Specified Guidelines are in good faith changed in a manner that results in the Purchaser Designee no longer satisfying the Specified Guidelines in all material respects (any such changes to the Specified Guidelines, a "Director Policy Change"), then the Purchasers agree that they shall not designate the Purchaser Designee to be nominated by the Company for election to the Board of Directors at the annual meeting of the Company's stockholders following such change at which the Purchaser Designee's term as a director expires (or, if the stockholders of the Company fail to elect the Purchaser Designee to the Board of Directors, the annual meeting of the Company's stockholders following the Closing Date at which the Purchaser Designee's term would have expired had the Purchaser Designee been elected to the Board of Directors). The Company acknowledges and agrees that any share ownership requirement for the Purchaser Designee serving on the Board of Directors will be deemed satisfied by the securities owned by the Purchasers and/or their Affiliates and under no circumstances shall any of such policies, procedures, processes, codes, rules, standards and guidelines impose any restrictions on the Purchasers' or their Affiliates' transfers of securities pursuant to Article V.

(e) For so long as an SLG Affiliated Director is on the Board of Directors, the Company shall not implement or maintain any trading policy or similar guideline or policy with respect to the trading of securities of the Company that is targeted at any Purchaser or their Affiliates (including a policy that limits, prohibits or restricts the Purchasers or their Affiliates from entering into any hedging or derivative arrangements), in each case, other than (i) with respect to any SLG Affiliated Director, which policy or guideline is applicable to all directors of the Company, (ii) policies or guidelines requiring compliance with applicable federal securities or other laws and/or (iii) with respect to compliance with the terms of this Agreement or the Confidentiality Agreement.

(f) Subject to the terms and conditions of this Section 4.07 (including Section 4.07(c)), if a vacancy on the Board of Directors is created as a result of the Purchaser Designee's death, resignation, disqualification or removal (in each case, except with respect to a removal or resignation contemplated by Sections 4.07(g) or (i)), or if the Purchasers desire to nominate a different individual to replace any then-existing Purchaser Designee, then, at the request of the Purchasers, the Purchasers and the Company shall work together in good faith to fill such vacancy or replace such nominee as promptly as reasonably practicable with a replacement Purchaser Designee subject to the terms and conditions hereof, and thereafter such individual shall as promptly as reasonably practicable be appointed to the Board of Directors to fill such vacancy and/or be nominated by the Company for election to the Board of Directors as a "Purchaser Designee" pursuant to this Section 4.07 (as applicable).

(g) The Company's obligations under this Section 4.07 with respect to the Purchaser Designee shall terminate (and the Purchasers shall have no designation or nomination rights hereunder) if (i) the Company consolidates or merges with or into any Person and the Company Common Stock is, in whole or in part, converted into or exchanged for securities of a different issuer and/or cash in a transaction that will constitute a Change in Control and the shares of Company Common Stock are delisted from NYSE, in which case the Purchaser Designee shall deliver his written resignation to the Board of Directors effective as of immediately prior to the effectiveness of such Change in Control, or (ii) (A) the Purchasers and the Purchaser Affiliates, collectively, cease to satisfy the Minimum Ownership Threshold or (B) any of the Purchasers or any Purchaser Affiliate, including the Purchaser Designee, is in material breach of Section 4.02 or 4.03 or discloses Confidential Information to a Third Party in material breach of the terms

and conditions of the Confidentiality Agreement, and in either such case the Purchaser Designee shall promptly offer to resign from the Board of Directors (and, if requested by the Company, promptly deliver his written resignation to the Board of Directors (which shall provide for his immediate resignation), it being understood that it shall be in the Board of Directors' sole discretion whether to accept or reject such resignation). The Purchasers agree to cause, and agree to cause their respective Affiliates to cause, the Purchaser Designee to resign from the Board of Directors if the Purchaser Designee fails to resign if and when requested pursuant to this clause (g).

(h) If the Purchaser Designee ceases to satisfy in all material respects the conditions and obligations set forth in clauses (c) through (d) of this Section 4.07 (other than due to a Director Policy Change, which shall be governed by Section 4.07(d)), the Company may notify the Purchasers thereof and promptly following such notification, (x) the Purchaser Designee shall promptly offer to resign from the Board of Directors (and, if requested by the Company, promptly deliver his written resignation to the Board of Directors (which shall provide for his immediate resignation), it being understood that it shall be in the Board of Directors' sole discretion whether to accept or reject such resignation) and (y) the Purchasers shall be entitled to fill the vacancy created thereby in accordance with Section 4.07(f). The Purchasers agree to cause, and agree to cause their respective Affiliates to cause, the Purchaser Designee to resign from the Board of Directors if the Purchaser Designee fails to resign if and when requested pursuant to this clause (h).

(i) If the Purchasers and their Affiliates cease to satisfy the Minimum Ownership Threshold, then the Company may (in its sole discretion) request the resignation of the Purchaser Designee and, promptly following such request, the Purchaser Designee shall promptly offer to resign from the Board of Directors (and, if requested by the Company, promptly deliver his written resignation to the Board of Directors (which shall provide for his immediate resignation), it being understood that it shall be in the Board of Directors' sole discretion whether to accept or reject such resignation). The Purchasers agree to cause, and agree to cause their respective Affiliates to cause, the Purchaser Designee to resign from the Board of Directors if the Purchaser Designee fails to resign if and when requested pursuant to this clause (i).

(j) For the avoidance of doubt, notwithstanding anything in this Agreement or the Notes to the contrary, transferees of the Notes and/or the shares of Company Common Stock (other than Affiliates of the Purchasers who sign a Joinder) shall not have any rights pursuant to this Section 4.07.

(k) Subject to the terms of the Confidentiality Agreement, for so long as the Purchasers shall have the right to designate the Purchaser Designee for appointment or nomination by the Company for election to the Board of Directors pursuant to Section 4.07(a), the Company shall provide to the Purchasers, Silver Lake Technology Management, L.L.C. and other Purchaser Affiliates designated by the Purchasers and acceptable to the Company access to (i) any materials or documents provided by the Company to the Board of Directors or any committee of the Board of Directors on which any SLG Affiliated Director then serves substantially concurrently with the time such materials or documents are provided to the Board of Directors or such committee and (ii) reasonable access to the officers of the Company to discuss the Company's affairs, finances, and accounts, during normal business hours, as may be reasonably requested by such Persons; provided that the Company shall not be obligated to provide materials, documents or information that it reasonably and in good faith considers to (A) violate or prejudice the rights of its customers in any material respect, (B) be a trade secret or competitively sensitive information, (C) be likely to jeopardize the attorney-client privilege, attorney work product protection or other legal privilege if disclosed, (D) violate applicable law or an applicable order, (E) be materially adverse to the interests of the Company or any of its Subsidiaries in any pending or threatened legal proceeding or (F) expose the Company to material risk of liability for disclosure of personal information. The Purchasers acknowledge that the United States securities laws prohibit any person who has received material, nonpublic information regarding the Company and its Subsidiaries from the Company and its Subsidiaries from purchasing or selling securities of the Company. For the avoidance of doubt, the parties hereto (including any Person who provides a Joinder) agree that the terms of the Confidentiality Agreement shall be deemed amended such that the term of the Confidentially Agreement expires two years after Confidential Information ceases to be provided in accordance with this Agreement.

(l) To the fullest extent permitted by the GBCC and subject to any express agreement that may from time to time be in effect, the Company agrees that any Purchaser Designee, any SLG Affiliated Director, any Purchaser and any SLG Affiliate or any portfolio company thereof (collectively, "Covered Persons") may, and shall have no duty not to, (i) invest in, carry on and conduct, whether directly, or as a partner in any partnership, or as a joint venturer in any joint venture, or as an officer, director, stockholder, equityholder or investor in any person, or as a participant in any syndicate, pool, trust or association, any business of any kind, nature or description, whether or not such business is competitive with or in the same or similar lines of business as the Company or any of its Subsidiaries, (ii) do business with any client, customer, vendor or lessor of any of the Company or its Affiliates; and/or (iii) make investments in any kind of property in which the Company may make investments. To the fullest extent permitted by the GBCC, the Company renounces any interest or expectancy to participate in any business or investments of any Covered Person as currently conducted or as may be conducted in the future, and waives any claim against a Covered Person, and shall indemnify each Covered Person against any Losses incurred by such Covered Person, and any and all Losses to which such Covered Person may become subject to, as a result of, arising in connection with or relating to a Covered Person's breach of any fiduciary duty solely by reason of such person's participation in any such business or investment. The Company shall pay in advance any reasonable, out-of-pocket expenses incurred by a Covered Person in defense of any claim for which such Covered Person is, or would reasonably be, expected to be entitled to indemnification under this Section 4.07(l), except to the extent that a Covered Person is determined by a final, non-appealable order of a Delaware court having competent jurisdiction (or any other judgement which is not appealed in the applicable time) that such Covered Person is not entitled to indemnification under this Section 4.07(l), in which case the Purchasers shall promptly reimburse to the Company any such advanced expenses. The Company agrees that in the event that a Covered Person acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (x) the Covered Person outside of his or her capacity as a member of the Board of Directors and (y) the Company or its Subsidiaries, the Covered Person shall not have any duty to offer or communicate information regarding such corporate opportunity to the Company or its Subsidiaries. To the fullest extent permitted by the GBCC, the Company hereby renounces any interest or expectancy in any potential transaction or matter of which the Covered Person acquires knowledge, except for any corporate opportunity which is expressly offered to a Covered Person in writing solely in his or her capacity as a member of the Board of Directors, and waives any claim against each Covered Person, and shall indemnify each Covered Person against any Losses incurred by such Covered Person, and any and all Losses to which such Covered Person may become subject to, as a result of, arising in connection with or relating to a Covered Person's breach of any fiduciary duty solely by reason of the fact that such Covered Person (A) pursues or acquires any corporate opportunity for its own account or the account of any Affiliate or other person, (B) directs, recommends, sells, assigns or otherwise transfers such corporate opportunity to another person or (C) does not communicate information regarding such corporate opportunity to the Company; provided, that, in each such case, any corporate opportunity that is expressly offered to a Covered Person in writing solely in his or her capacity as a member of the Board of Directors shall belong to the Company.

(m) Any SLG Affiliated Director, for so long as he or she serves on the Board of Directors, shall be entitled to compensation and reimbursement in connection with his or her service or participation on the Board of Directors consistent with the policies and practices of the Company generally applicable to non-management members of the Board of Directors.

Section 4.08 [Reserved]

Section 4.09 Financing Cooperation. If requested by a Purchaser, the Company will provide the following cooperation in connection with such Purchaser obtaining any Permitted Loan: (i) subject to applicable law, using commercially reasonable efforts to (A) deposit certificates representing pledged Notes in book entry form on the books of The Depository Trust Company at closing and, when eligible to do so, remove any restrictive legends or (B) without limiting the generality of clause (A), if such Note is eligible for resale under Rule 144A, depositing such pledged Note in book entry form on the books of The Depository Trust Company or other depository with customary restrictive legends, (ii) if so requested by such lender or counterparty, as applicable, using

commercially reasonable efforts to re-register the pledged Note in the name of the relevant lender, counterparty, custodian or similar party to a Permitted Loan, with respect to Permitted Loans solely as securities intermediary and only to the extent a Purchaser or its Affiliates continues to Beneficially Own such pledged Note, (iii) entering into an issuer agreement (an "Issuer Agreement") with each lender in the form attached hereto as Exhibit D, with such changes thereto as are reasonably requested by such lender, customary for similar financings and not inconsistent with the Company's obligations under the Indenture and applicable law and reasonably acceptable to the Company, (iv) solely to the extent any portion of the Purchase Price includes proceeds of a Permitted Loan, entering into customary triparty agreements with each lender and any applicable Purchaser relating to the delivery of the Notes to the relevant lender for crediting to the relevant collateral accounts upon funding of the loan and payment of the purchase price, including a right for such lender as a third party beneficiary of the Company's obligation under Article II to issue the Notes upon payment of the purchase therefor in accordance with the terms of this Agreement and (v) such other cooperation and assistance as any Purchaser may reasonably request that will not unreasonably disrupt the operation of the Company's business, impose any material burdens on the Company or prejudice any of its rights hereunder. Anything in the preceding sentence to the contrary notwithstanding, the Company's obligation to deliver an Issuer Agreement is conditioned on (1) such Purchaser delivering to the Company a copy of the Permitted Loan to which the Issuer Agreement relates and (2) such Purchaser certifying to the Company in writing that (A) the loan agreement with respect to which the Issuer Agreement is being delivered constitutes a Permitted Loan being entered into in accordance with this Agreement, such Purchaser has pledged the Notes and/or the underlying shares of Common Stock as collateral to the lenders under such Permitted Loan and that the execution of such Permitted Loan and the terms thereof do not violate the terms of this Agreement, (B) to the extent applicable, whether the registration rights under Article V are being assigned to the lenders under that Permitted Loan, (C) an Event of Default (as defined in the Issuer Agreement) constitutes the circumstances under which the lenders under the Permitted Loan may foreclose on the Notes and/or the underlying shares of Company Common Stock and a Market Value Cure (as defined in the applicable margin loan agreement) constitutes circumstances under which such Purchaser may sell the Notes and/or the underlying shares of Company Common Stock in order to satisfy a margin call or repay a Permitted Loan, in each case to the extent necessary to satisfy a bona fide margin call on such Permitted Loan and that such provisions do not violate the terms of this Agreement and (D) such Purchaser acknowledges and agrees that the Company will be relying on such certificate when entering into the Issuer Agreement and any inaccuracy in such certificate will be deemed a breach of this Agreement. Each Purchaser acknowledges and agrees that the statements and agreements of the Company in an Issuer Agreement are solely for the benefit of the applicable lenders party thereto and that in any dispute between the Company and such Purchaser under this Agreement such Purchaser shall not be entitled to use the statements and agreements of the Company in an Issuer Agreement against the Company.

Section 4.10 Certain Tax Matters. Notwithstanding anything herein to the contrary, the Company shall have the right to deduct and withhold from any payment or distribution made with respect to the Notes (or the issuance of shares of Company Common Stock upon conversion or repurchase by the Company of the Notes) such amounts as are required to be deducted or withheld with respect to the making of such payment or distribution (or issuance) under any applicable Tax law. To the extent that any amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction or withholding was made. In the event the Company previously remitted any amounts to a Governmental Entity on account of Taxes required to be deducted or withheld in respect of any payment or distribution (or deemed distribution) on any Notes, the Company shall be entitled to offset any such amounts against any amounts otherwise payable in respect of such Notes (or the issuance of shares of Company Common Stock upon conversion or repurchase by the Company of the Notes). The parties hereto agree that for U.S. federal tax purposes, the Notes constitute indebtedness that are not "contingent payment debt instruments" described in Section 1.1275-4 of the U.S. Treasury Regulations and shall report consistently therewith.

Section 4.11 Section 16 Matters. If the Company becomes a party to a consolidation, merger or other similar transaction or if there is any event or circumstance involving a transaction that can be exempted under Rule 16b-3 and that may result (as identified in writing by SLG to the Company or Board of Directors) in a Purchaser, its

Affiliates and/or any SLG Affiliated Director being deemed to have made an acquisition or disposition of equity securities of the Company or derivatives thereof for purposes of Section 16 of the Exchange Act, and if any SLG Affiliated Director is serving on the Board of Directors at such time or has served on the Board of Directors during the preceding six months, to the fullest extent permitted by law, (i) the Board of Directors will pre-approve such acquisition or disposition of equity securities of the Company or derivatives thereof for the express purpose of exempting such Purchaser's, its Affiliates' and any SLG Affiliated Director's interests (to the extent such Purchaser or its Affiliates may be deemed to be "directors by deputization") in such transaction from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder and (ii) if the transaction involves (A) a merger or consolidation to which the Company is a party and the Company Common Stock is, in whole or in part, converted into or exchanged for equity securities of a different issuer, (B) a potential acquisition or disposition by such Purchaser, such Purchaser's Affiliates, and/or any SLG Affiliated Director of equity securities of such other issuer or derivatives thereof and (C) an Affiliate or Associate or other designee of such Purchaser or its Affiliates will serve on the board of directors (or its equivalent) of such other issuer, then if the Company requires or controls whether that the other issuer pre-approve any acquisition of equity securities or derivatives thereof for the express purpose of exempting the interests of any director or officer of the Company or any of its subsidiaries in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder, the Company shall require that such other issuer pre-approve any such acquisitions or dispositions of equity securities or derivatives thereof for the express purpose of exempting the interests of such Purchaser's, its Affiliates' and any SLG Affiliated Director's (for such Purchaser and/or its Affiliates, to the extent such persons may be deemed to be "directors by deputization" of such other issuer) in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

Section 4.12 D&O Indemnification / Insurance Priority Matters. Each SLG Affiliated Director shall be offered an indemnification agreement consistent with the form the Company provides to other members of the Board of Directors at the applicable date. The Company acknowledges and agrees that any SLG Affiliated Director who is a partner, member, employee, or consultant of any member of SLG may have certain rights to indemnification, advancement of expenses and/or insurance provided by the applicable member of SLG (collectively, the "SLG Indemnitors"). The Company acknowledges and agrees that the Company shall be the indemnitor of first resort with respect to any indemnification, advancement of expenses and/or insurance provided in the Company's certificate of incorporation, bylaws and/or indemnification agreement to any SLG Affiliated Director in his or her capacity as a director of the Company or any of its subsidiaries (such that the Company's obligations to such indemnitees in their capacities as directors are primary and any obligation of the SLG Indemnitors to advance expenses or to provide indemnification or insurance for the same expenses or liabilities incurred by such indemnitees are secondary). Such indemnitees shall, in their capacities as directors, be entitled to all the rights to indemnification, advancement of expenses and entitled to insurance to the extent provided under (i) the certificate of incorporation and/or bylaws of the Company as in effect from time to time and/or (ii) such other agreement (including Section 5.05 hereof and the Services Agreement), if any, between the Company and such indemnitees, without regard to any rights such indemnitees may have against the SLG Indemnitors. No advancement or payment by the SLG Indemnitors on behalf of such indemnitees with respect to any claim for which such indemnitees have sought indemnification, advancement of expenses or insurance from the Company in their capacities as directors shall affect the foregoing and the SLG Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnitees against the Company.

Section 4.13 Conversion Price Matters. The Conversion Price on the Closing Date will equal approximately $140.67 and the Conversion Rate on the Closing Date (the "Initial Conversion Rate") shall be the quotient (rounded to four decimal places) of $1,000 divided by such Conversion Price; provided, that if any event shall occur between the date hereof and the Closing Date (inclusive) that would have resulted in an adjustment to the Conversion Rate pursuant to Article 10 of the Indenture if the Notes had been issued and outstanding since the date hereof, the Initial Conversion Rate and the Make-Whole Applicable Increase set forth in Section 10.14(b) of the Indenture shall be adjusted in the same manner as would have been required by Article 10 of the Indenture if the Notes had been issued and outstanding since the date hereof and the Conversion Price, Initial Conversion Rate and the Make-Whole Applicable Increase table included in the Indenture shall reflect such adjustment.

Section 4.14 Other Matters. Each Purchaser agrees that (i) except in the case of a foreclosure under a Permitted Loan pursuant to which the lender thereunder is obligated to exchange the foreclosed interest in the SL Securities for a Security other than the SL Securities, such Purchaser and its Affiliates will only transfer their interests in the SL Securities to a Third Party if such Person receives such transferred interest in a Global Security other than the SL Securities and (ii) such Purchaser and its Affiliates may transfer an interest in the SL Securities to an Affiliate of such Purchaser and such Affiliate may continue to hold such transferred interest in the SL Securities solely to the extent that the Notes are transferable to such Affiliate under this Agreement.

Section 4.15 Indemnification.

(a) Each Purchaser, its Affiliates and their respective officers, directors, members, employees, managers, general partners and agents (each, an "Indemnitee") shall be indemnified to the fullest extent permitted by law by the Company for any and all Losses to which such Indemnitees may become subject as a result of, arising in connection with, or relating to any actual or threatened claim, suit, action, arbitration, cause of action, complaint, allegation, criminal prosecution, investigation, inquiry, demand letter, or proceeding, whether at law or at equity, direct or derivative and whether public or private, before or by any Governmental Entity, any arbitrator or other tribunal (each, an "Action") by any third party (including, without limitation, any stockholder of the Company and/or of EVO Payments, Inc. or any regulator and regardless of whether such Action is against an Indemnitee) related to the Transactions; provided, that the Company will not be liable to indemnify any Indemnitee for any such Losses to the extent that such Losses (i) have resulted from a Purchaser's breach of this Agreement or an Indemnitee's breach of the Confidentiality Agreement, (ii) related to any Action by a limited partner of, or other investor in, such Indemnitee in such Person's capacity as a limited partner of, or other investor in, such Indemnitee, (iii) related to a Permitted Loan or other financing or hedging arrangement of such Purchaser or its Affiliates in connection with the applicable Purchaser's or its Affiliates' investment in the Notes or (iv) have resulted from an Indemnitee's willful misconduct, bad faith or fraud in connection with the Transactions. The parties agree, for the avoidance of doubt, that this Section 4.15 shall not apply to any matter for which indemnification is otherwise contemplated by Section 4.07, Section 5.05 or the Services Agreement.

(b) Each Indemnitee shall give the Company prompt written notice (an "Indemnification Notice") of any Action it has actual knowledge of that might give rise to Losses for which an Indemnitee would reasonably be likely to be entitled to indemnification under this Section 4.15, which notice shall set forth a description of those elements of such Action of which such Indemnitee has knowledge, and shall promptly deliver to the Company any complaints with respect to such Action or other documents provided to such Indemnitee in connection therewith; provided, that any delay or failure to give such Indemnification Notice shall not affect the indemnification obligations of the Company hereunder except to the extent the Company is materially prejudiced by such delay or failure.

(c) The Company shall have the right, exercisable by written notice to the applicable Indemnitee(s) within thirty (30) days of receipt of the applicable Indemnification Notice, to select counsel to defend and control the defense of any third party claim set forth in such Indemnification Notice and the Company shall, subject to the terms hereof, pay all reasonable and documented fees and expenses of such counsel; provided, that the Company shall not be entitled to so select counsel or control the defense of any claim to the extent that (i) such claim seeks primarily non-monetary or injunctive relief against the Indemnitee or alleges any violation of criminal law, (ii) the Company does not, subsequent to its assumption of such defense in accordance with this clause (c), conduct the defense of such claim in good faith, (iii) any of the Indemnitees reasonably determines upon the advice of such counsel that representation of all such Indemnitees by the same counsel would be prohibited by applicable codes of professional conduct, or (iv) in the event that, based on the reasonable advice of such counsel for the applicable Indemnitee(s), there are one or more material defenses available to the applicable Indemnitee(s) that are not available to other defendants. If the Company does not assume the defense of any third party claim in accordance with this clause (c), the applicable Indemnitee(s) may continue to defend such claim at the sole cost of the Company and the Company may still participate in, but not control, the defense of such third party claim at the Company's

sole cost and expense. In no event shall the Company, in connection with any Action or separate but substantially similar Actions arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnitees chosen by Purchasers together on behalf of their Affiliates, and one separate firm of local counsel, in addition to regular counsel, to the extent required in order to effectively defend the Action.

(d) No Indemnitee shall consent to a settlement of, or the entry of any judgment arising from, any claim for which such Indemnitee is entitled to indemnification pursuant to this Section 4.15, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed). Except with the prior written consent of the applicable Indemnitee(s), the Company, in the defense of any claim for which such Indemnitee is entitled to indemnification pursuant to this Section 4.15, shall not consent to the entry of any judgment or enter into any settlement that (i) provides for injunctive or other nonmonetary relief affecting any Indemnitee, (ii) does not include as an unconditional term thereof the giving by each claimant or plaintiff to each such Indemnitee(s) of an unconditional release (other than with respect to customary confidentiality obligations) of such Indemnitee(s) from all liability with respect to such Action or (iii) imposes any material burden on Indemnitee not fully indemnified hereunder. In any such third party claim where the Company has assumed control of the defense thereof pursuant to clause (c), the Company shall keep the applicable Indemnitee(s) reasonably informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such Indemnitee(s) copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such Indemnitee(s) and their respective counsel(s) to confer with the Company and its counsel with respect to the conduct of the defense thereof, and permit such Indemnitee(s) and their respective counsel(s) a reasonable opportunity to review all legal papers to be submitted prior to their submission; provided, that the Company shall not be obligated to provide materials, documents or information the disclosure of which would reasonably be likely to jeopardize the attorney-client privilege or attorney work product protection between the Company and its counsel or violate applicable law. Nothing in this Section 4.15(d) shall in any way limit, affect or otherwise modify an Indemnitee's rights to indemnification under the Company's certificate of incorporation, by-laws, any applicable policies of the Company or its Subsidiaries or any other agreement between the Indemnitee and the Company or its Subsidiaries.

(e) Notwithstanding anything to the contrary in this Agreement, the reasonable and documented attorneys' fees and other expenses in defending any Action for which indemnification is available hereunder shall be payable and paid by the Company upon receipt, in each case, of an undertaking by or on behalf of the applicable Indemnitee(s) to repay such amounts if it is judicially determined in a final non-appealable judgment that the Losses in question resulted from willful misconduct, bad faith or fraud or a violation of applicable law by such Indemnitee or the Indemnitee is otherwise not entitled to indemnification.

Section 4.16 Par Value. While any Purchaser owns any Notes, the Company will not, without the consent of the Purchasers, increase the par value per share of the Company Common Stock to above $0.00 per share.

ARTICLE V.

REGISTRATION RIGHTS

Section 5.01 Registration Statement.

(a) As soon as reasonably practicable after the issuance of the Notes, the Company will use reasonable efforts to prepare and file and use reasonable efforts to cause to be declared effective or otherwise become effective pursuant to the Securities Act in each case no later than the last day of the Lock-Up Period (the "Registration Date") a Registration Statement or post-effective amendment to an existing Registration Statement in order to provide for resales of all Registrable Securities to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (subject to the availability of a

Registration Statement on Form S-3 or any successor form thereto), which Registration Statement will (except to the extent the SEC objects in written comments upon the SEC's review of such Registration Statement) include the Plan of Distribution. In addition, the Company will from time to time use reasonable efforts to file such additional Registration Statements to cover resales of any Registrable Securities that are not registered for resale pursuant to a pre-existing Registration Statement and will use its reasonable efforts to cause such Registration Statement to be declared effective or otherwise to become effective under the Securities Act and will use its reasonable efforts to keep the Registration Statement continuously effective under the Securities Act at all times until the Registration Termination Date. Any Registration Statement filed pursuant to this Article V shall cover only Registrable Securities, shall be on Form S-3 (or a successor form) if the Company is eligible to use such form and shall be an automatically effective Registration Statement if the Company is a WKSI.

(b) Subject to the provisions of Section 5.02, the Company will use its reasonable efforts to keep the Registration Statement (or any replacement Registration Statement) continuously effective until the earlier of (such earlier date, the "Registration Termination Date"): (i) the date on which all Registrable Securities covered by the Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Registration Statement, (ii) there otherwise cease to be any Registrable Securities and (iii) if the Company consolidates or merges with or into any Person and the Company Common Stock is, in whole or in part, converted into or exchanged for securities of a different issuer and/or cash in a transaction that will constitute a Change in Control and the shares of Company Common Stock are delisted from NYSE.

(c) From and after the date hereof until the Registration Termination Date, the Company shall use its reasonable efforts to maintain eligibility to be able to file and use a Registration Statement on Form S-3 (or any successor form thereto). Notwithstanding anything herein to the contrary, during such period of time from and after the Registration Date that the Company ceases to be eligible to file or use a Registration Statement on Form S-3 (or any successor form thereto), upon the written request of any holder or holders of Registrable Securities, the Company shall use its reasonable efforts to file a Registration Statement on Form S-1 (or any successor form) under the Securities Act covering the Registrable Securities of the requesting party or parties, as applicable, and use reasonable efforts to cause such Registration Statement to be declared effective pursuant to the Securities Act as soon as reasonably practicable after filing thereof. Each such written request must specify the amount and intended manner of disposition of such Registrable Securities; provided, that the minimum amount of such Registrable Securities shall be $150,000,000. Any Registration Statement required to be filed pursuant to this Section 5.01(c) shall not be required to cover Registrable Securities to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act. The obligations of the Company under this Section 5.01(c) shall not impact the obligations of the Company under Section 5.01(a) which shall continue to be in force.

Section 5.02 Registration Limitations and Obligations.

(a) Subject to Section 5.01, the Company will use reasonable efforts to prepare such supplements or amendments (including a post-effective amendment), if required by applicable law, to each applicable Registration Statement and file any other required document so that such Registration Statement will be Available at all times during the period for which such Registration Statement is, or is required pursuant to this Agreement to be, effective; provided, that no such supplement, amendment or filing will be required during a Blackout Period. Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing written notice to the holders of Registrable Securities, to require such holders of Registrable Securities to suspend the use of the prospectus for sales of Registrable Securities under the Registration Statement during any Blackout Period; provided, if either of the Purchasers and/or any of their respective Affiliates is or are the only party or parties with rights under this Article V and an SLG Affiliated Director is serving on the Board of Directors, then no notice shall be required for a Blackout Period described in clause (i) of the definition thereof and all holders of Registrable Securities shall be deemed to have knowledge of such Blackout Period; provided, further, for purposes of

this Section 5.02, the Company shall only be obligated to provide written notice to any holder or Beneficial Owner of Registrable Securities of any such Blackout Period if such holder or Beneficial Owner has specified in writing to the Company for purposes of receiving such notice such holder's or Beneficial Owner's address, contact and fax number information. No sales may be made under the applicable Registration Statement during any Blackout Period. In the event of a Blackout Period under clause (ii) of the definition thereof, the Company shall (x) deliver to the holders of Registrable Securities a certificate signed by the chief executive officer, chief financial officer, general counsel or treasurer of the Company confirming that the conditions described in clause (ii) of the definition of Blackout Period are met, which certificate shall contain an approximation of the anticipated delay, and (y) notify each holder of Registrable Securities promptly upon each of the commencement and the termination of each Blackout Period, which notice of termination shall be delivered to each holder of Registrable Securities no later than the close of business of the last day of the Blackout Period. In connection with the expiration of any Blackout Period and without any further request from a holder of Registrable Securities, the Company to the extent necessary and as required by applicable law shall as promptly as reasonably practicable prepare supplements or amendments, including a post-effective amendment, to the Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that the Registration Statement will be Available. A Blackout Period described in clause (ii) of the definition thereof will be deemed to have expired when the Company has notified the holders of Registrable Securities that the Blackout Period is over and the Registration Statement is Available. Notwithstanding anything in this Agreement to the contrary, the absence of an Available Registration Statement at any time from and after the Registration Date shall be considered a Blackout Period described in clause (ii) of the definition thereof and subject to the limitations therein, except to the extent such absence occurs during (and does not extend beyond) a Blackout Period described in clause (i) of the definition thereof. For avoidance of doubt, upon expiration of a Blackout Period described in clause (i) of the definition thereof, any additional duration of a Blackout Period will be deemed to a Blackout Period described in clause (ii) of the definition thereof and subject to the limitations therein.

(b) At any time that a Registration Statement is effective and prior to the Registration Termination Date, if a holder of Registrable Securities delivers a notice to the Company (a "Take-Down Notice") stating that it, together with any other such holders, intend to sell at least $150,000,000 in aggregate of Registrable Securities held by such holders (provided that, if the Purchasers and their Affiliates do not collectively own at least $150,000,000 of Registrable Securities, they shall be permitted to deliver a Take-Down Notice to sell all of the Registrable Securities held by them (but such amount may not in any case be less than $25,000,000 collectively of Registrable Securities), in each case, pursuant to the Registration Statement, then, the Company shall amend or supplement the Registration Statement as may be necessary and to the extent required by law so that the Registration Statement remains Available in order to enable such Registrable Securities to be distributed in an Underwritten Offering. In connection with any Underwritten Offering of Registrable Securities for which a holder delivers a Take-Down Notice and satisfies the dollar thresholds set forth in first sentence above, and where the Take-Down Notice contemplates marketing efforts not to exceed twenty-four (24) hours by the Company and the underwriters, the Company will use reasonable efforts to cooperate and make its senior officers available for participation in such marketing efforts (which marketing efforts will not, for the avoidance of doubt, include a "road show" requiring such officers to travel outside of the city in which they are primarily located). The holder of Registrable Securities that delivered the applicable Take-Down Notice shall select the underwriter(s) for each Underwritten Offering; provided that the managing underwriter(s) (if there is only one underwriter, such underwriter shall be deemed to be the managing underwriter) for a marketed Underwritten Offering shall be reasonably acceptable to the Company. The Company shall select the counsel for the managing underwriter(s); provided that such counsel shall be reasonably acceptable to the underwriter(s) and the holder of Registrable Securities that delivered the applicable Take-Down Notice. Such holder shall determine the pricing of the Registrable Securities offered pursuant to any such Registration Statement, including the underwriting discount and fees payable by such holder to the underwriters in such Underwritten Offering. Such holder shall reasonably determine the timing of any such registration and sale.

Such holder shall determine the applicable underwriting discount and other financial terms, and the holders of the Registrable Securities sold in the Underwritten Offering shall be solely responsible for all such discounts and fees payable to such underwriters in such Underwritten Offering. Without the consent of the holder of Registrable Securities that delivered the applicable Take-Down Notice, no Underwritten Offering pursuant to this Agreement shall include any securities other than Registrable Securities.

(c) Notwithstanding anything herein to the contrary, (i) if holders of Registrable Securities engage or propose to engage in a "distribution" (as defined in Regulation M under the Exchange Act) of Registrable Securities, such holders shall discuss the timing of such distribution with the Company reasonably prior to commencing such distribution, and (ii) such distribution must not be for less than $150,000,000 of Registrable Securities held by such holders (provided that, if collectively the Purchasers and their Affiliates do not own at least $150,000,000 of Registrable Securities, they shall be permitted to engage in such distribution with respect to all of the Registrable Securities held by them (for so long as they hold collectively at least $25,000,000 of Registrable Securities)).

(d) In connection with a distribution of Registrable Securities in which the holders of Registrable Securities are selling an aggregate of at least $200,000,000 of Registrable Securities, the Company shall, to the extent requested by managing underwriter(s) of such a distribution, be subject to a restricted period of the same length of time as such holder agrees with the managing underwriter(s) (but not to exceed 90 days) during which the Company may not offer, sell or grant any option to purchase Company Common Stock (in the case of an offering of Company Common Stock or securities convertible or exchangeable for Company Common Stock) and any debt securities (in the case of an offering of debt securities) of the Company, subject to customary carve-outs that include, but are not limited to, (i) issuances pursuant to the Company's employee or director stock plans and issuances of shares upon the exercise of options or other equity awards under such stock plans and (ii) in connection with acquisitions, joint ventures and other strategic transactions (subject to, in the case of this clause (ii), a limit not to exceed 10% of the Company's then outstanding Company Common Stock).

(e) In addition to the registration rights provided in this Section 5.02, holders of the Notes shall have analogous rights to sell such securities in a marketed offering under Rule 144A through one or more initial purchasers on a firm-commitment basis, on the terms, subject to the conditions and using procedures that are substantially equivalent to those specified in this Section 5.02 and Section 5.03, *mutatis mutandis*. The Company agrees to use its reasonable efforts to cooperate to effect any such sales under such Rule 144A; provided that nothing in this Section 5.02(b) shall impose any additional or more burdensome obligations on the Company than would apply under this Section 5.02 and Section 5.03, in each case, *mutatis mutandis* in respect of a registered Underwritten Offering, or require that the Company take any actions that it would not be required to take in a substantially similar Underwritten Offering of such Notes.

Section 5.03 Registration Procedures.

(a) If and whenever the Company is required to use reasonable efforts to effect the registration of any Registrable Securities under the Securities Act and in connection with any distribution of Registrable Securities pursuant thereto as provided in this Agreement (including any sale referred to in any Take-Down Notice), the Company shall as promptly as reasonably practicable, subject to the other provisions of this Agreement:

(i) use reasonable efforts to prepare and file with the SEC a Registration Statement to effect such registration in accordance with the intended method or methods of distribution of such securities and thereafter use reasonable efforts to cause such Registration Statement to become and remain effective pursuant to the terms of this Article V; provided, however, that the Company may discontinue any registration of its securities which are not Registrable Securities at any time prior to the effective date of the Registration Statement relating thereto; provided, further, that before filing such registration statement or any amendments or supplements thereto, including any prospectus supplements in connection with a sale referred to in a Take-Down Notice, the Company will furnish to the holders

which are including Registrable Securities in such registration ("Selling Holders") and the lead managing underwriter(s), if any, copies of all such documents proposed to be filed, which documents will be subject to the review and reasonable comment (which comments will be considered in good faith by the Company) of the counsel (if any) to such holders and counsel (if any) to such underwriter(s), and other documents reasonably requested by any such counsel, including any comment letter from the SEC, and, if requested by any such counsel, provide such counsel and the lead managing underwriter(s), if any, reasonable opportunity to participate in the preparation of such Registration Statement and each prospectus (including any prospectus supplement) included or deemed included therein and such other opportunities to conduct a customary and reasonable due diligence investigation (in the context of a registered underwritten offering) of the Company, including reasonable access to (including responses to any reasonable inquiries by the lead managing underwriter(s) and their counsel) the Company's books and records, officers, accountants and other advisors;

(ii) at or before any Registration Statement is declared or otherwise becomes effective, qualify the Indenture under the Trust Indenture Act of 1939, as amended, and appoint a new trustee under the Indenture to the extent such qualification requires the appointment of a new trustee thereunder;

(iii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary and to the extent required by applicable law to keep such Registration Statement effective and Available pursuant to the terms of this Article V;

(iv) if requested by the lead managing underwriter(s), promptly include in a prospectus supplement or post-effective amendment such information as the lead managing underwriter(s), if any, and such holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 5.03(a)(iv) that are not, in the opinion of counsel for the Company, in compliance with applicable law;

(v) furnish to the Selling Holders and each underwriter, if any, of the securities being sold by such Selling Holders such number of conformed copies of such Registration Statement and of each amendment and supplement thereto, such number of copies of the prospectus and any prospectus supplement contained in or deemed part of such Registration Statement (including each preliminary prospectus supplement) and each free writing prospectus (as defined in Rule 405 of the Securities Act) (a "Free Writing Prospectus") utilized in connection therewith and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such Selling Holders and underwriter(s), if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such Selling Holders;

(vi) use reasonable efforts to cause such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(vii) use reasonable efforts to provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement;

(viii) as promptly as practicable notify in writing the holders of Registrable Securities and the underwriters, if any, of the following events: (A) the filing of the Registration Statement, any amendment thereto, the prospectus or any prospectus supplement related thereto or post-effective amendment to such Registration Statement or any Free Writing Prospectus utilized in connection therewith, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the SEC or any other U.S. or state governmental authority for amendments or supplements to such Registration Statement or the prospectus or for additional information; (C) the issuance by the SEC of any stop order suspending the

effectiveness of such Registration Statement or the initiation of any proceedings by any person for that purpose; (D) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (E) if at any time the representations and warranties of the Company contained in any agreement (including any underwriting agreement) related to such registration cease to be true and correct in any material respect; and (F) upon the happening of any event that makes any statement made in such Registration Statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such registration statement, prospectus or documents so that, in the case of such Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(ix) use reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest reasonable practicable date, except that the Company shall not for any such purpose be required to (A) qualify generally to do business as a foreign corporation or as a dealer in securities in any jurisdiction wherein it would not but for the requirements of this clause (ix) be obligated to be so qualified, (B) subject itself to taxation in any such jurisdiction or (C) file a general consent to service of process in any such jurisdiction;

(x) cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority, Inc.; and

(xi) prior to any public offering of Registrable Securities, use reasonable efforts to register or qualify or cooperate with the Selling Holders in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the applicable state securities or "blue sky" laws of those jurisdictions within the United States as any holder reasonably requests in writing to keep each such registration or qualification (or exemption therefrom) effective until the Registration Termination Date; provided, that the Company will not be required to (A) qualify generally to do business as a foreign corporation or as a dealer in securities in any jurisdiction wherein it would not but for the requirements of this clause (xi) be obligated to be so qualified, (B) subject itself to taxation in any such jurisdiction or (C) file a general consent to service of process in any such jurisdiction;

(xii) use reasonable efforts to cooperate with the holders to facilitate the timely preparation and delivery of certificates or book-entry securities representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statements, which certificates or book-entry securities shall be free, to the extent permitted by the Indenture and applicable law, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such holders may request in writing; and in connection therewith, if required by the Company's transfer agent, the Company will promptly after the effectiveness of the Registration Statement cause to be delivered to its transfer agent when and as required by such transfer agent from time to time, any authorizations, certificates, directions and other evidence required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without legend upon sale by the holder of such shares of Registrable Securities under the Registration Statement; and

(xiii) agrees with each holder of Registrable Securities that, in connection with any Underwritten Offering or other resale pursuant to the Registration Statement in accordance with the terms hereof, it will use reasonable efforts to negotiate in good faith and execute all customary indemnities,

underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements (in each case on terms reasonably acceptable to the Company), including using reasonable efforts to procure customary legal opinions and auditor "comfort" letters.

(b) The Company may require each Selling Holder and each underwriter, if any, to (i) furnish the Company in writing such information regarding each Selling Holder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing to complete or amend the information required by such Registration Statement and/or any other documents relating to such registered offering, and (ii) execute and deliver, or cause the execution or delivery of, and to perform under, or cause the performance under, any agreements and instruments reasonably requested by the Company to effectuate such registered offering, including, without limitation, opinions of counsel and questionnaires. If the Company requests that the holders of Registrable Securities take any of the actions referred to in this Section 5.03(b), such holders shall take such action promptly and as soon as reasonably practicable following the date of such request.

(c) Each Selling Holder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in clauses (B), (C), (D), (E) and (F) of Section 5.03(a)(viii), such Selling Holder shall forthwith discontinue such Selling Holder's disposition of Registrable Securities pursuant to the applicable Registration Statement and prospectus relating thereto until such Selling Holder is advised in writing by the Company that the use of the applicable prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such prospectus. The Company shall use reasonable efforts to cure the events described in clauses (B), (C), (D), (E) and (F) of Section 5.03(a)(viii) so that the use of the applicable prospectus may be resumed at the earliest reasonably practicable moment.

Section 5.04 Expenses. The Company shall pay all Registration Expenses in connection with a registration pursuant to this Article V and any Rule 144A offering pursuant to Section 5.02(b), provided that each holder of Registrable Securities participating in an offering shall pay all applicable underwriting fees, discounts, selling commissions and similar charges.

Section 5.05 Registration Indemnification.

(a) The Company agrees, without limitation as to time, to indemnify and hold harmless, to the fullest extent permitted by law, each Selling Holder and its Affiliates and their respective officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such Selling Holder or such other indemnified Person and the officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents of each such controlling Person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such underwriter (collectively, the "Indemnified Persons"), from and against all losses, claims, damages, liabilities, costs, expenses (including reasonable and documented expenses of investigation and reasonable and documented attorneys' fees and expenses), judgments, fines, penalties, charges and amounts paid in settlement (collectively, the "Losses"), as incurred, arising out of, caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus or preliminary prospectus or Free Writing Prospectus, in each case related to such Registration Statement, or any amendment or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (without limitation of the preceding portions of this Section 5.05(a)) will reimburse each such Selling Holder, each of its Affiliates, and each of their respective officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents and each such Person who controls each such Selling Holder and the officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents of each such controlling Person, each such underwriter and each such Person who controls any such

underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, Loss, damage, liability or action, except insofar as the same are caused by any information regarding a holder of Registrable Securities or underwriter furnished in writing to the Company expressly for use therein by any such person, any Affiliate or controlling Person thereof.

(b) In connection with any Registration Statement in which a Selling Holder is participating, without limitation as to time, each such Selling Holder shall, severally and not jointly, indemnify the Company, its directors and officers, and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company, from and against all Losses, as incurred, arising out of, caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of material fact contained in the Registration Statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (without limitation of the preceding portions of this Section 5.05(b)) will reimburse the Company, its directors and officers and each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, Loss, damage, liability or action, in each case solely to the extent, but only to the extent, that such untrue statement or omission is made in such registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information regarding the Selling Holder furnished to the Company by such Selling Holder for inclusion in such registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been actually and materially prejudiced by such failure to provide such notice on a timely basis.

(d) In any case in which any such action is brought against any indemnified party, the indemnified party shall promptly notify in writing the indemnifying party of the commencement thereof, and the indemnifying party will be entitled to participate therein, and, to the extent that it may wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and acknowledging the obligations of the indemnifying party with respect to such proceeding, the indemnifying party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such indemnified party hereunder for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, supervision and monitoring (unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party and, as a result, a conflict of interest exists or (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, in either event the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining one separate legal counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). For the avoidance of doubt, notwithstanding any such assumption by an indemnifying party, the indemnified party shall have the right to employ separate counsel in any such matter and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party except as provided in the previous sentence. An indemnifying party shall not be liable for any settlement of an action or claim effected without its consent (which consent shall not be unreasonably withheld, conditioned or delayed). No matter shall be settled by an indemnifying party without the consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned

or delayed), unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such claim or proceeding, (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party and (z) is settled solely for cash for which the indemnified party would be entitled to indemnification hereunder. The failure of an indemnified party to give notice to an indemnifying party of any action brought against such indemnified party shall not relieve the indemnifying party of its obligations or liabilities pursuant to this Agreement, except to the extent such failure adversely prejudices the indemnifying party.

(e) The indemnification provided for under this Agreement shall survive the sale or other transfer of the Registrable Securities and the termination of this Agreement.

(f) If recovery is not available under the foregoing indemnification provisions for any reason or reasons other than as specified therein, any Person who would otherwise be entitled to indemnification by the terms thereof shall nevertheless be entitled to contribution with respect to any Losses with respect to which such Person would be entitled to such indemnification but for such reason or reasons, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, the Persons' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and other equitable considerations appropriate under the circumstances. It is hereby agreed that it would not necessarily be equitable if the amount of such contribution were determined by pro rata or per capita allocation that does not take into account the equitable considerations referred to in the immediately preceding sentence. Notwithstanding any other provision of this Agreement, no holder of Registrable Securities shall be required to contribute, in the aggregate, any amount in excess of its net proceeds from the sale of the Registrable Securities subject to any actions or proceedings over the amount of any damages, indemnity or contribution that such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not found guilty of such fraudulent misrepresentation.

(g) The indemnification and contribution agreements contained in this Section 5.05 are in addition to any liability that the indemnifying party may have to the indemnified party and do not limit other provisions of this Agreement that provide for indemnification.

Section 5.06 Facilitation of Sales Pursuant to Rule 144. The Company shall use reasonable efforts to (i) timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144) and submit all required Interactive Data Files (as defined in Rule 11 of Regulation S-T of the Commission), (ii) for as long as any Purchaser or its Affiliates or any lender for any Permitted Loan Beneficially Owns Notes or any Company Common Stock issued or issuable upon conversion thereof, make and keep public information available, as those terms are understood and defined in Rule 144, and (iii) take such further necessary action as any holder of Subject Securities may reasonably request in connection with the removal of any restrictive legend on the Subject Securities being sold, all to the extent required from time to time to enable such holder to sell the Subject Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144.

ARTICLE VI.

MISCELLANEOUS

Section 6.01 Survival of Representations and Warranties. Except for the warranties and representations contained in clauses (a),(b), (c), (d) and (e) of Section 3.01 and the representations and warranties contained in

Section 3.02, which shall survive the Closing indefinitely, the warranties and representations made herein shall survive for six (6) months following the Closing Date and shall then expire; provided that, subject to Section 2.03, nothing herein shall relieve any party of liability for any inaccuracy or breach of such representation or warranty to the extent that any good faith allegation of such inaccuracy or breach is made in writing prior to such expiration.

Section 6.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or sent via email (with receipt confirmed) as follows:

(a) If to any Purchaser, to:

c/o Silver Lake
55 Hudson Yards
550 West 34th Street, 40th Floor
New York, New York 10001
Attention: Andrew J. Schader
Email: Andy.Schader@SilverLake.com

and:

c/o Silver Lake
2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Attention: Julie Rutiz
Email: Julie.Rutiz@SilverLake.com

With a copy (which shall not constitute actual or constructive notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Ave.
New York, NY 10021
Attention: Kenneth B. Wallach
Hui Lin
Sunny Cheong
Email: kwallach@stblaw.com, hui.lin@stblaw.com,
scheong@stblaw.com

(b) If to the Company, to:

Global Payments Inc.
3550 Lenox Road
Atlanta, GA 30326
Attention: David Green
Email: david.green@globalpay.com

with a copy (which will not constitute actual or constructive notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

or to such other address or addresses as shall be designated in writing. All notices shall be deemed effective (a) when delivered personally (with written confirmation of receipt, by other than automatic means, whether electronic or otherwise), (b) when sent by email (with written confirmation of receipt, by other than automatic means, whether electronic or otherwise) or (c) one (1) Business Day following the day sent by overnight courier.

Section 6.03 Entire Agreement; Third Party Beneficiaries; Amendment. This Agreement, together with the Confidentiality Agreement, the Services Agreement, the Indenture and the Notes, sets forth the entire agreement between the parties hereto with respect to the Transactions, and are not intended to and shall not confer upon any person other than the parties hereto, their successors and permitted assigns any rights or remedies hereunder, provided that (i) Section 4.15 and Section 5.05 shall be for the benefit of and fully enforceable by each of the Indemnitees or Indemnified Persons (as applicable), (ii) Section 6.12 shall be for the benefit of and fully enforceable by each of the Specified Persons and (iii) solely to the extent any portion of the Purchase Price includes proceeds of a Permitted Loan, one or more lenders under a Permitted Loan may be granted third party beneficiary rights in relation to the Company's obligation under Article II to issue the Notes subject to and as set forth in Section 4.09. Any provision of this Agreement may be amended or modified in whole or in part at any time by an agreement in writing between the parties hereto executed in the same manner as this Agreement. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 6.04 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same document. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 6.05 Public Announcements. No press release or public announcement related to this Agreement or the transactions contemplated herein shall be issued or made by the Purchasers or their Affiliates without the prior written approval of the Company, unless required by law (based on the advice of counsel) in which case the Company shall have the right to review and reasonably comment on such press release, announcement or communication prior to issuance, distribution or publication. Notwithstanding the foregoing (but subject to the terms of the Confidentiality Agreement), the Purchasers and their Affiliates shall not be restricted from communicating with their respective investors and potential investors in connection with marketing, informational or reporting activities; provided that the recipient of such information is subject to a customary obligation to keep such information confidential. The Company may issue one or more press releases (which the Company shall provide to the Purchasers prior to issuance, distribution or publication and will consider the Purchasers' reasonable comments) and may file this Agreement with the SEC and may provide information about the subject matter of this Agreement in connection with equity or debt issuances, share repurchases, or marketing, informational or reporting activities. Notwithstanding the foregoing, each Purchaser shall be permitted to, without the approval of the Company, file, publish and disclose all documents and schedules (including the existence and terms thereof and the other documents contemplated hereby) to the extent required to be filed with the SEC in connection with the transactions contemplated by this Agreement.

Section 6.06 Expenses. Except as otherwise expressly provided herein, each party hereto shall bear its own costs and expenses (including attorneys' fees) incurred in connection with this Agreement and the Transactions; provided, that, at the Closing, the Purchasers may net against the aggregate Purchase Price an amount equal to

$10,000,000 (the "Estimated Expenses") as an estimate of such out-of-pocket expenses (including, without limitation, legal, accounting, consulting and financing fees) incurred or to be incurred in connection with the Transactions and other potential transactions with the Company. Following the Closing, at such time as the Purchasers have determined the final amount of all such expenses, the Purchasers shall provide a final accounting of such expenses (the "Final Expenses") to the Company, and (i) in the event that the Estimated Expenses exceed the Final Expenses, the Purchasers shall pay an amount equal to such excess to the Company and (ii) in the event that the Final Expenses are equal to or greater than the Estimated Expenses, then no further payments or adjustments shall be made.

Section 6.07 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the Company's successors and assigns and each Purchaser's successors and assigns, and no other person; provided, that neither the Company nor any Purchaser may assign its respective rights or delegate its respective obligations under this Agreement, whether by operation of law or otherwise, and any assignment by the Company or such Purchaser in contravention hereof shall be null and void; provided, that (i) substantially contemporaneously or at the Closing, any Purchaser may assign all of its rights and obligations under this Agreement and the Confidentiality Agreement or, in the case of this Agreement, any portion thereof, to one or more Affiliates who are U.S. Persons and who execute and deliver to the Company a Joinder and a duly completed and executed IRS Form W-9 and any such assignee who executes and delivers to the Company a Joinder shall be deemed a Purchaser hereunder and have all the rights and obligations of such Purchaser so assigned; provided that no such assignment will relieve such assigning Purchaser of its obligations hereunder or under the Confidentiality Agreement, (ii) any Affiliate of such Purchaser who after the Closing Date executes and delivers a Joinder and is a permitted transferee of any Notes or shares of Company Common Stock shall be deemed a Purchaser hereunder and have all the rights and obligations of such Purchaser or any portion thereof (as set forth in the Joinder); provided that no such assignment will relieve such assigning Purchaser of its obligations hereunder or under the Confidentiality Agreement, (iii) if the Company consolidates or merges with or into any Person and the Company Common Stock is, in whole or in part, converted into or exchange for securities of a different issuer in a transaction that does not constitute a Change in Control, then as a condition to such transaction the Company will cause such issuer to assume all of the Company's rights and obligations under this Agreement in a written instrument delivered to such Purchaser, and (iv) subject to the terms of this Agreement, the rights of a holder of Registrable Securities under Article V may be transferred but only together with Subject Securities (x) in a transfer of (1) Notes in an aggregate principal amount of at least $100,000,000 and (2) Common Stock or other Subject Securities issued or issuable upon conversion or repurchase by the Company of at least $100,000,000 in aggregate principal amount of Notes, (y) to an Affiliate of the transferor that executes and delivers to the Company a Joinder (subject to 4.02(a)), or (z) to a lender in connection with a Permitted Loan. For the avoidance of doubt, no Third Party to whom any of the Notes or shares of Company Common Stock are transferred shall have any rights or obligations under this Agreement except (and then only to the extent of) any rights and obligations under Article V to the extent transferable in accordance with this Section 6.07. Notwithstanding the foregoing and solely to the extent any portion of the Purchase Price paid by a Purchaser at the Closing includes proceeds of a Permitted Loan, such Purchaser may without the consent of any other party grant powers of attorney, operative only upon an event of default of the Company in respect of its obligations under Article II to issue the Notes upon payment of the purchase price therefor in accordance with the terms of this Agreement (including satisfaction of the conditions set forth in Section 2.02(d)), to any lender under any Permitted Loan to act on behalf of such Purchaser to enforce such obligation.

Section 6.08 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations

arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, solely if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 6.08(a), (ii) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 6.02 shall be effective service of process for any suit or proceeding in connection with this Agreement or the transactions contemplated hereby.

(b) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 6.08.

Section 6.09 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of, any of the Transactions is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purpose hereof. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 6.10 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it, whether in law or equity) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 6.11 Headings. The headings of Articles and Sections contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 6.12 Non-Recourse; Several Liability.

(a) This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against the entities that are expressly named as parties hereto and their respective successors and assigns (including any Person that executes and delivers a Joinder). Except as set forth in the immediately preceding sentence, no past, present or future director, officer, employee, incorporator, member, partners, stockholder, Affiliate, agent, attorney or representative of any party hereto (collectively, the "Specified Persons") shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

(b) Notwithstanding anything to the contrary in this Agreement, the Purchasers' aggregate liability for any liability, loss, damage or recovery of any kind (including special, exemplary, consequential, indirect or punitive damages or damages arising from loss of profits, business opportunities or goodwill, diminution in value or any other losses or damages, whether at law, in equity, in contract, in tort or otherwise) arising under or in connection with any breach of this Agreement (whether willfully, intentionally, unintentionally or otherwise) or the failure of the Closing to occur for any reason or otherwise in connection with the Transactions or this Agreement or in respect of any oral representations made or alleged to have been made in connection therewith shall be no greater than the aggregate Purchase Price (and, with respect to a particular Purchaser, no greater than such Purchaser's share of the Purchase Price) and no Purchaser shall have any further liability or obligation relating to or arising out of this Agreement, the Transactions or any other agreement or document relating thereto in excess of such amount.

(c) Notwithstanding anything to the contrary herein, the obligations of each Purchaser hereunder shall be several, and not joint and several, and no Purchaser shall be liable for any breach of a representation, warranty or covenant that is a result of any actions or omissions of the other. All consents from and waivers by the Purchasers as a group hereunder shall require the unanimous approval of each Purchaser.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized officers, all as of the date first above written.

GLOBAL PAYMENTS INC.

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

SILVER LAKE PARTNERS VI DE (AIV), L.P.

By: Silver Lake Technology Associates VI, L.P., its general partner

By: SLTA VI (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ Joseph Osnoss
Name: Joseph Osnoss
Title: Managing Director

SILVER LAKE ALPINE II, L.P.

By: Silver Lake Alpine Associates II, L.P., its general partner

By: SLAA II (GP), L.L.C., its general partner

By: Silver Lake Group, L.L.C., its managing member

By: /s/ Joseph Osnoss
Name: Joseph Osnoss
Title: Managing Director

SCHEDULE I

PURCHASERS

Purchaser	Principal Amount of Notes	Purchase Price
Silver Lake Partners VI DE (AIV), L.P.	$ 1,200,000,000	$ 1,170,000,000
Silver Lake Alpine II, L.P.	$ 300,000,000	$ 292,500,000
Total	$ 1,500,000,000	$ 1,462,500,000

EXHIBIT A

FORM OF NOTE

EXHIBIT A

[FORM OF FACE OF SECURITY]

[INSERT SECURITY PRIVATE PLACEMENT LEGEND AND GLOBAL SECURITY LEGEND, AS REQUIRED]

[THIS SECURITY IS AN SL SECURITY WITHIN THE MEANING OF THE INDENTURE][1]

[INSERT ORIGINAL ISSUE DISCOUNT LEGEND, AS REQUIRED]

GLOBAL PAYMENTS INC.

Certificate No. _____

1.00 % Convertible Senior Notes Due 2029 (the "**Securities**")

[CUSIP No. [____]
ISIN No. [____]][2]

Global Payments Inc., a Georgia corporation (the "**Company,**" which term includes any successor corporation or other entity under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to [____][3] [Cede & Co.][4], or its registered assigns, the principal sum [of [____] dollars ($[____])][5] [as set forth in the "Schedule of Increases and Decreases in the Global Security" attached hereto, which amount, taken together with the principal amounts of all other outstanding Securities, shall not, unless permitted by the Indenture, exceed ONE BILLION FIVE HUNDRED MILLION dollars ($1,500,000,000) in aggregate at any time, in accordance with the rules and procedures of the Depository][6], on [●], 2029 (the "**Maturity Date**"), and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: [●] and [●].

Record Dates: [●] and [●].

---

1 This is included for SL Securities.

2 This is included for Global Securities.
SL Securities that are Restricted Global Securities shall bear CUSIP [●] and ISIN [●].
SL Securities that are Unrestricted Global Securities shall bear CUSIP [●] and ISIN [●].
Restricted Global Securities other than SL Securities shall bear CUSIP [●] and ISIN [●].
Unrestricted Global Securities other than SL Securities shall bear CUSIP [●] and ISIN [●].

3 This is included for Physical Securities.

4 This is included for Global Securities.

5 This is included for Physical Securities.

6 This is included for Global Securities.

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly signed.

GLOBAL PAYMENTS INC.

By: _____
Name:
Title:

Dated: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities referred to in the within-mentioned Indenture.

[●],

as Trustee

By: _____
Authorized Signatory

Dated: _____

[Authentication Page]

[FORM OF REVERSE OF SECURITY]

GLOBAL PAYMENTS INC.

1.00% Convertible Senior Notes Due 2029

1. *Interest*. Global Payments Inc., a Georgia corporation (the "**Company**"), promises to pay interest on the principal amount of this Security at a rate per annum equal to 1.00%. The Company will pay interest, payable semi-annually in arrears, on [●] and [●] of each year, beginning on [●], 2023. Interest on the Securities will accrue on the principal amount from, and including, the most recent date to which interest has been paid or provided for or, if no interest has been paid, from, and including, [●], 2022) in each case to, but excluding, the next Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the rate borne by the Securities. In certain circumstances, Additional Interest will be payable in accordance with Section 6.02(b) of the Indenture (as defined below) and any reference to "interest" shall be deemed to include any such Additional Interest.

2. *Maturity*. The Securities will mature on the Maturity Date.

3. *Method of Payment.* Except as provided in the Indenture, the Company will pay interest on the Securities in cash to the Persons who are Holders of record of Securities at the Close of Business on the Record Date set forth on the face of this Security immediately preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount plus, if applicable, accrued and unpaid interest, if any, or the Fundamental Change Repurchase Price, payable as herein provided on the Maturity Date, or on any Fundamental Change Repurchase Date, as applicable.

4. *Paying Agent, Registrar, Conversion Agent.* Initially, [●], as trustee (the "**Trustee**") will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without prior notice.

5. *Indenture*. The Company issued the Securities under an Indenture dated as of [●], 2022 (the "**Indenture**") between the Company and the Trustee. The Securities are subject to all terms set forth in the Indenture, and Holders are referred to the Indenture for a statement of such terms. The Securities are unsecured senior obligations of the Company limited to $1,500,000,000 aggregate principal amount, except as otherwise provided in the Indenture (and except for Securities issued in substitution for destroyed, lost or wrongfully taken Securities). Terms used herein without definition and which are defined in the Indenture have the meanings assigned to them in the Indenture. In the event of any inconsistency between the terms of this Security and the terms of the Indenture, the terms of the Indenture shall control.

6. *Redemption*. No redemption or sinking fund is provided for the Securities.

7. *Repurchase at Option of Holder Upon a Fundamental Change*. Subject to the terms and conditions of the Indenture, in the event of a Fundamental Change, each Holder of the Securities shall have the right, at the Holder's option, to require the Company to repurchase such Holder's Securities, including any portion thereof which is an Authorized Denomination, on the Fundamental Change Repurchase Date at a price payable in cash equal to the Fundamental Change Repurchase Price.

8. *Conversion*. The Securities shall be convertible into cash or a combination of cash and shares of Common Stock, as applicable, as specified in the Indenture. To convert a Security, a Holder must satisfy the requirements of Section 10.01(b) of the Indenture. A Holder may convert a portion of a Security if the portion is an Authorized Denomination.

Upon conversion of a Security, the Holder thereof shall be entitled to receive the cash and/or shares of Common Stock and, if applicable, cash in lieu of any fractional shares of Common Stock payable upon conversion in accordance with Article 10 of the Indenture.

9. *Denominations, Transfer, Exchange.* The Securities are in registered form, without coupons, in Authorized Denominations. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges as set forth in the Indenture. The Company or the Trustee, as the case may be, shall not be required to register the transfer of or exchange any Security for which a Repurchase Notice has been delivered, and not withdrawn, in accordance with the Indenture, except the unrepurchased portion of Securities being repurchased in part.

10. *Persons Deemed Owners.* The registered Holder of a Security will be treated as its owner for all purposes. Only registered Holders of Securities shall have the rights under the Indenture.

11. *Amendments, Supplements and Waivers*. The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in certain other circumstances, with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities and in other circumstances with consent of the Holders of one hundred percent (100%) of the aggregate principal amount of the outstanding Securities, to amend or supplement the Indenture or the Securities.

12. *Defaults and Remedies.* Subject to certain exceptions, if an Event of Default occurs and is continuing, the Trustee by notice to the Company or the Holders of at least twenty five percent (25%) in aggregate principal amount of the Securities then outstanding by notice to the Company and the Trustee may declare the principal of, and any accrued and unpaid interest on, all Securities to be due and payable immediately. If any of certain bankruptcy or insolvency- related Events of Default occurs and is continuing, the principal of, and accrued and unpaid interest on, all the Securities shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. Subject to certain exceptions, the Holders of at least a majority in aggregate principal amount of the Securities then outstanding by written notice to the Trustee may rescind or annul an acceleration and its consequences if certain conditions specified in the Indenture are satisfied.

13. *Trustee Dealings with the Company.* The Trustee under the Indenture, or any banking institution serving as successor Trustee thereunder, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for, the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee.

14. *Authentication.* This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent in accordance with the Indenture.

15. *Abbreviations.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

16. *Ranking.* The Securities shall be unsubordinated unsecured obligations of the Company and will rank equal in right of payment to all unsubordinated unsecured indebtedness of the Company, and will rank senior in right of payment to any indebtedness that is expressly subordinated to the Securities.

THE COMPANY WILL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE INDENTURE. REQUESTS MAY BE MADE TO:

Global Payments Inc.
3550 Lenox Road
Atlanta, GA 30326
Attention: [●]
Email: [●]

ATTACHMENT 1

FORM OF ASSIGNMENT

I or we assign to PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER

_____

_____

(please print or type name and address)

_____

_____

the within Security and all rights thereunder, and hereby irrevocably constitute and appoint

_____

Attorney to transfer the Security on the books of the Company with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar, or be notarized.

Signature Guarantee or Notarization: _____

In connection with any transfer of this Security occurring prior to the Resale Restriction Termination Date, the undersigned confirms that it is making, and it has not utilized any general solicitation or general advertising in connection with, the transfer:

[Check One]

(1) ____ to Global Payments Inc. or any Subsidiary thereof; or

(2) ____ pursuant to a registration statement which has become effective under the Securities Act of 1933, as amended (the "**Securities Act**");

(3) ____ to a Person that the undersigned reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act ("Rule 144A")) that purchases for its own account or for the account of a qualified institutional buyer and to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A;

(4) ____ pursuant to an exemption from registration provided by Rule 144 under the Securities Act; or

(5) ____ pursuant to any other available exemption from the registration requirements of the Securities Act.

Unless one of the items (1) through (5) is checked, the Registrar will refuse to register any of the Securities evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided*, *however*, that if item (4) or (5) is checked, the Company, the transfer agent or the Registrar may require, prior to registering any such transfer of the Securities, in their sole discretion, such written certifications and, in the case of item (5), such other evidence or legal opinions required by the Indenture to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, as amended.

If none of the foregoing items are checked, the Trustee or Registrar shall not be obligated to register this Security in the name of any person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in the Indenture shall have been satisfied.

Dated:_____ Signed:_____

(Sign exactly as name appears on the other side of this Security)

Signature Guarantee or Notarization:_____

ATTACHMENT 2

FORM OF CONVERSION NOTICE

To convert this Security in accordance with the Indenture, check the box: ☐

To convert only part of this Security, state the principal amount to be converted (must be an Authorized Denomination):

$_____

If you want the stock certificate representing the Common Stock issuable upon conversion made out in another person's name, fill in the form below:

_____

(Insert other person's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type other person's name, address and zip code)

[ ] CHECK IF APPLICABLE: The person in whose name the Common Stock will be issued is not (and has not been for the three months preceding the applicable Conversion Date) an "affiliate" (as defined in Rule 144 under the Securities Act of 1933, as amended) of the Company, and the Common Stock will upon issuance be freely tradable by such person.

Date:_____ Signature(s): _____

_____

(Sign exactly as your name(s) appear(s) on the other side of this Security)

Signature(s) guaranteed / notarized

by: _____

(All signatures must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee, or be notarized.)

ATTACHMENT 3

FORM OF REPURCHASE NOTICE

Certificate No. of Security: _____
Principal Amount of this Security: $ _____

If you want to elect to have this Security purchased by the Company pursuant to Section 3.01 of the Indenture, check the box: ☐

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 3.01 of the Indenture, state the principal amount to be so purchased by the Company:

$_____

(in an Authorized Denomination)

Date:_____ Signature(s):_____

_____
(Sign exactly as your name(s) appear(s) on the other side of this Security)

Signature(s) guaranteed / notarized by: _____
(All signatures must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee, or be notarized.)

SCHEDULE A[7]

SCHEDULE OF INCREASES AND DECREASES IN THE GLOBAL SECURITY

GLOBAL PAYMENTS INC.
1.00% Convertible Senior Notes Due 2029

The initial principal amount of this Global Security is_____DOLLARS ($_____). The following increases or decreases in this Global Security have been made:

Date of Increases and Decreases	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Custodian

7 This is included in Global Securities.

EXHIBIT B

FORM OF INDENTURE

GLOBAL PAYMENTS INC.

and

[●]

as Trustee

INDENTURE

Dated as of [●], 2022

1.00% CONVERTIBLE SENIOR NOTES DUE 2029

TABLE OF CONTENTS

EXHIBITS

GLOBAL PAYMENTS INC.

Reconciliation and tie between Trust Indenture Act of 1939 and
Indenture, dated as of **[●]**, 2022

§ 310(a)(1)	7.09
(a)(2)	7.09
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(a)(5)	7.09
(b)	7.09
§ 311(a)	7.10
(b)	7.10
(c)	Not Applicable
§ 312(a)	2.05
(b)	13.02
(c)	13.02
§ 313(a)	7.11
(b)(1)	7.11
(b)(2)	7.11
(c)	7.11
(d)	7.11
§ 314(a)	4.03, 13.01, 13.04
(b)	Not Applicable
(c)(1)	13.03
(c)(2)	13.03
(c)(3)	Not Applicable
(d)	Not Applicable
(e)	13.04
(f)	Not Applicable
§ 315(a)	7.01
(b)	7.05
(c)	7.01
(d)	7.01
(e)	6.11
§ 316(a)(last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	Not Applicable
(b)	6.07
(c)	2.12
§ 317(a)(1)	6.08
(a)(2)	6.09
(b)	2.04
§ 318(a)	13.17

Note: This reconciliation and tie shall not, for any purpose, be deemed to be part of the Indenture.

INDENTURE, dated as of [●], 2022, between Global Payments Inc., a Georgia corporation (the "**Company**," as more fully set forth in Section 1.01), and [●], as trustee (the "**Trustee**," as more fully set forth in Section 1.01).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders (as defined below) of the Company's 1.00% Convertible Senior Notes due 2029 (the "**Securities**").

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01.

"**Additional Interest**" means all amounts, if any, payable pursuant to Section 6.02(b), as applicable.

"**Affiliate**" means, with respect to a specified Person, any Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For this purpose, "**control**" shall mean the power to direct the management and policies of a Person through the ownership of securities, by contract or otherwise.

"**Applicable Procedures**" means, with respect to any transfer or exchange of or for the beneficial interests in any Global Security, the rules and procedures of the Depository that apply to such transfer or exchange.

"**Authorized Denomination**" means, with respect to a Security, a principal amount thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof.

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

"**Bankruptcy Law**" means Title 11, U.S. Code or any similar U.S. Federal or State law for the relief of debtors, or any analogous foreign law applicable to the Company or its Subsidiaries, as the case may be.

"**Board of Directors**" means the board of directors of the Company or any committee thereof authorized to act for it.

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

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

"**Capital Stock**" of any Person means any and all shares, interests, participations or other equivalents (however designated) of capital stock of such Person and all warrants or options to acquire such capital stock.

"**Change in Control**" shall be deemed to have occurred at such time as:

(a) any "person" or "group" (as those terms are used in Sections 13(d) and 14(d) of the Exchange Act), files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner" (as that term is used in Rule 13d-3 under the Exchange Act as in effect on the Issue Date) of more than fifty percent (50%) of the total outstanding voting power of all classes of the Company's Capital Stock entitled to vote generally in the election of directors ("**Voting Stock**");

(b) the consummation of a sale, transfer, lease, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the consolidated property or assets of the Company and its Subsidiaries, taken as a whole, to any "person" or "group" (as those terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company and/or one or more of the Company's direct or indirect Subsidiaries (for the avoidance of doubt a merger or consolidation of the Company with or into another Person is not subject to this clause (b));

(c) any transaction or series of related transactions is consummated in connection with which (whether by means of merger, exchange, liquidation, tender offer, consolidation, combination, reclassification, recapitalization, acquisition or otherwise) all or substantially all of the Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive other securities, other property, assets or cash, but excluding the consummation of any merger, exchange, tender offer, consolidation or acquisition of the Company with or by another Person pursuant to which the Persons that "beneficially owned," directly or indirectly, the shares of the Company's Voting Stock immediately prior to such transaction "beneficially own," directly or indirectly, immediately after such transaction, shares of the surviving, continuing or acquiring corporation's Voting Stock representing at least a majority of the total outstanding voting power of all outstanding classes of Voting Stock of the surviving, continuing or acquiring corporation in substantially the same proportion relative to each other as such ownership immediately prior to such transaction; or

(d) the adoption of a plan relating to the Company's liquidation or dissolution.

Notwithstanding the foregoing, (x) any transaction that constitutes a Change in Control pursuant to both clause (a) and clause (c) shall be deemed a Change in Control solely under clause (c) above and (y) a transaction or transactions described in clause (b) or (c) above (including any merger of the Company solely for the purpose of changing the Company's jurisdiction of incorporation) shall not constitute a "**Change in Control**" if (i) at least ninety percent (90%) of the consideration received or to be received by holders of the Common Stock or Reference Property into which the Securities have become convertible pursuant to Section 10.11 (other than cash payments for fractional shares or pursuant to statutory appraisal rights) in connection with such transaction or transactions consists of common equity listed or quoted on The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or any other U.S. national securities exchange (or which will be so traded when issued or exchanged in connection with such consolidation or merger) and (ii) as a result of such transaction or transactions, the Securities become convertible or exchangeable for such consideration pursuant to Section 10.11.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Closing Sale Price**" on any date means the per share price of the Common Stock on such date, determined (i) on the basis of the closing sale price per share (or if no closing sale price per share is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in the composite transactions for the Relevant Stock Exchange; or (ii) if the Common Stock is not listed on a U.S. national securities exchange on the relevant date, the last quoted bid price for the Common Stock on the relevant date, as reported by OTC Markets Group, Inc. or a similar organization; *provided*, *however*, that in the absence of any such report or quotation, the '**Closing Sale Price**" shall be the price determined by a nationally recognized independent investment banking firm retained by the Company for such purpose as most accurately reflecting the per share price that a fully informed buyer, acting on his own accord, would pay to a fully informed seller, acting on his own accord in an arm's-length transaction, for one share of Common Stock. The Closing Sale Price shall be determined without reference to after-hours or extended market trading.

"**Common Stock**" means the common stock, no par value, of the Company at the date of this Indenture, subject to Section 10.11.

"**Company**" means the party named as such above until a successor replaces it pursuant to the applicable provision hereof and thereafter means the successor. The foregoing sentence shall likewise apply to any such successor or subsequent successor.

"**Company Order**" means a written request or order signed on behalf of the Company by an Officer and delivered to the Trustee.

"**Conversion Date**" with respect to a Security means the date on which a Holder satisfies all the requirements for such conversion specified under Section 10.01(b).

"**Conversion Notice**" means a "Conversion Notice" in the form attached as Attachment 2 to the Form of Security attached hereto as Exhibit A.

"**Conversion Price**" means as of any date, $1,000 *divided by* the Conversion Rate as of such date.

"**Conversion Rate**" shall initially be 7.1089, subject to adjustment as provided in Article 10.

"**Corporate Trust Office of the Trustee**" means the principal office of the Trustee at which at any time this Indenture shall be administered, which office as of the date hereof is located at [●], Attention: [●] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029). With respect to presentation for transfer or exchange, conversions or principal payment, such address shall be [●], Attention: [●] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029), or such other address as the Trustee may designate from time to time by written notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by written notice to the Holders and the Company).

"**Daily Conversion Value**" means, for each of the 20 consecutive Trading Days during the Observation Period,one-twentieth (1/20) of the product of (a) the Conversion Rate on such Trading Day and (b) the Daily VWAP for such Trading Day.

"**Daily Net Cash Portion**" means, for each of the 20 consecutive Trading Days during the Observation Period, the product of:

(a) the Cash Percentage;

(b) the Daily Share Amount for such Trading Day; and

(c) the Daily VWAP for such Trading Day.

"**Daily Settlement Amount**," for each of the 20 consecutive Trading Days during the Observation Period, shall consist of:

(a) cash in an amount equal to the lesser of (i) $50.00 and (ii) the Daily Conversion Value on such Trading Day; and

(b) if the Daily Conversion Value on such Trading Day exceeds $50.00, a number of shares of Common Stock equal to (i) the difference between the Daily Conversion Value and $50.00, *divided by* (ii) the Daily VWAP for such Trading Day (the "**Daily Share Amount**").

"**Daily Share Amount**" shall have the meaning specified in the definition of "Daily Settlement Amount."

"**Daily VWAP**" means, for each Trading Day during the relevant Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "GPN <equity> AQR"(or its equivalent successor if such page is not available) in respect of the period from the scheduled open

of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The "**Daily VWAP**" shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

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

"**Defaulted Amounts**" means any amounts on any Security (including, without limitation, the Fundamental Change Repurchase Price, principal and interest) that are payable but are not punctually paid or duly provided for.

"**Depository**" means The Depository Trust Company, its nominees and successors.

"**Ex Date**" means the first date on which the Common Stock trades on the Relevant Stock Exchange, regular way, without the right to receive the issuance, dividend or distribution in question from the Company or, if applicable, from the seller of Common Stock on the Relevant Stock Exchange (in the form of due bills or otherwise) as determined by the Relevant Stock Exchange.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"**Fundamental Change**" shall be deemed to occur upon the occurrence of either a Change in Control or a Termination of Trading.

"**Holder**" means a Person in whose name a Security is registered on the Registrar's books.

"**Indenture**" means this Indenture, as amended or supplemented from time to time.

"**Indirect Participant**" means a Person who holds a beneficial interest in a Global Security through a Participant.

"**Interest Payment Date**" means [●] and [●] of each year, beginning on [●], 2023.

"**Investment Agreement**" means the Investment Agreement, dated as of August 1, 2022, by and among the Company, Silver Lake Alpine II, L.P., Silver Lake Partners VI DE (AIV), L.P. and the other parties thereto. The Trustee shall be deemed to have no knowledge of the terms of the Investment Agreement or to monitor any party's compliance therewith.

"**Issue Date**" means [●], 2022.

"**Make-Whole Fundamental Change**" means an event described in the definition of Fundamental Change, after giving effect to any exceptions to or exclusions from the definition of Change in Control (including, without limitation, the exception described in the paragraph immediately following such clauses), but without regard to the exclusion set forth in clause (c) of the definition of Change in Control.

"**Market Disruption Event**" means, with respect to the Common Stock or any other security, (i) a failure by the Relevant Stock Exchange to open for trading during its regular trading session or (ii) the occurrence or existence for more than one-half hour period in the aggregate on any Scheduled Trading Day for Common Stock or such other security of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or otherwise) of the Common Stock or such other

security or in any options contracts or future contracts relating to the Common Stock or such other security, and such suspension or limitation occurs or exists at any time before 1:00 p.m., New York City time, on such day.

"**Maturity Date**" means [●], 2029.

"**Observation Period**" with respect to any Security surrendered for conversion means: (i) if the relevant Conversion Date occurs prior to [●], 2029[1], the 20 consecutive Trading Day period beginning on, and including, the second Trading Day immediately succeeding such Conversion Date; and (ii) if the relevant Conversion Date occurs on or after [●], 2029[2], the 20 consecutive Trading Days beginning on, and including, the 21st Scheduled Trading Day immediately preceding the Maturity Date.

"**Officer**" means the Chief Executive Officer, a President, the Chief Financial Officer, the Chief Operating Officer, or the General Counsel of the Company.

"**Officers' Certificate**" means a certificate signed by the Chief Executive Officer, a President, the Chief Operating Officer, the Chief Financial Officer or the General Counsel of the Company, or any other officer authorized by any of the foregoing to sign such certificate, and delivered to the Trustee.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Opinion of Counsel**" means a written opinion that meets the requirements of Section 13.04 from legal counsel who may be an employee of or counsel for the Company, or other counsel, including counsel for the transferor or transferee, who is reasonably acceptable to the Trustee.

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

"**Physical Security**" means permanent certificated Securities in registerednon-global form issued in Authorized Denominations.

"**record date**" means, unless the context requires otherwise, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other security) have the right to receive any cash, securities or other property or in which Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of shareholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"**Record Date**" for interest payable in respect of any Security on any Interest Payment Date means, the [●] or [●] (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date.

"**Relevant Stock Exchange**" means The New York Stock Exchange or, if the Common Stock (or other security for which the Closing Sale Price must be determined) is not then listed on The New York Stock Exchange, the principal other U.S. national securities exchange or market on which the Common Stock (or such other security) is then listed.

"**Repurchase Notice**" means a "Repurchase Notice" in the form attached as Attachment 3 to the form of Security attached hereto as Exhibit A.

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1 NTD: To be three months prior to the maturity date.

2 NTD: To be three months prior to the maturity date.

"**Responsible Officer**" shall mean, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter relating to this Indenture is referred because of such person's knowledge of and familiarity with the particular subject and who, in each case, shall have direct responsibility for the administration of this Indenture.

"**Restricted Global Security**" means a Global Security that bears the Security Private Placement Legend.

"**Restricted Security**" means a Security that constitutes a "restricted security" within the meaning of Rule 144(a)(3) under the Securities Act until such time as such Security is freely tradable by a Person who is not (and has not been for the three months preceding the applicable transfer) an "affiliate" (as defined in such rule) pursuant to such rule. Each of the Global Securities issued on the Issue Date that bear the Security Private Placement Legend shall be Restricted Securities as of the Issue Date.

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day on the Relevant Stock Exchange. If the Common Stock is not listed on any U.S. national securities exchange, "**Scheduled Trading Day**" means a Business Day.

"**SEC**" means the Securities and Exchange Commission.

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

"**Securities Agent**" means any Registrar, Paying Agent or Conversion Agent.

"**Settlement Amount**" means the sum of the Daily Settlement Amounts for each Trading Day in the Observation Period.

"**Significant Subsidiary**" means any Subsidiary of a Person that would be a "Significant Subsidiary" of the Person within the meaning of Article 1, Rule 1-02(w) under Regulation S-X under the Exchange Act.

"**SL Securities**" means (a) any Restricted Global Securities identified by CUSIP number [●] and ISIN number [●] pursuant to Section 2.13, (b) any Unrestricted Global Securities identified by CUSIP number [●] and ISIN number [●] pursuant to Section 2.13, (c) any Physical Securities held in the name of any member of the SLG (as defined in the Investment Agreement) and (d) any temporary Securities issued in exchange for or in lieu of the Securities referred to in clauses (a), (b) or (c) in which one or more members of the SLG has a beneficial interest.

"**Subsidiary**" of any Person means any corporation, association, partnership or other business entity of which more than fifty percent (50%) of the total voting power of the shares, interests, participations or other equivalents (however designated) of Capital Stock ordinarily entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or other voting members of the governing body thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

"**Termination of Trading**" shall be deemed to occur if the Common Stock (or other common equity into which the Securities are then convertible) is not listed for trading on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or any other U.S. national securities exchange.

"**TIA**" means the Trust Indenture Act of 1939, as amended and in effect from time to time.

"**Trading Day**" means a day on which (i) there is no Market Disruption Event, (ii) trading in the Common Stock generally occurs on the Relevant Stock Exchange or, if the Common Stock is not then listed on a U.S. national securities exchange, on the principal other market on which the Common Stock is then traded, and (iii) a Closing Sale Price for the Common Stock is available on such securities exchange or market; *provided* that if the Common Stock (or other security for which a Closing Sale Price must be determined) is not so listed or traded, "**Trading Day**" means a Business Day.

"**Trustee**" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions hereof and thereafter means the successor. The foregoing sentence shall likewise apply to any such successor or subsequent successor.

"**Unrestricted Global Security**" means a Global Security that does not bear the Security Private Placement Legend.

Section 1.02. *Other Definitions.*

Term	Defined in Section
"Applicable Price"	10.14(d)
"Authorized Officers"	13.01(c)
"Cash Percentage"	10.02(a)
"Cash Percentage Notice"	10.02(a)
"Clause A Distribution"	10.06(c)
"Clause B Distribution"	10.06(c)
"Clause C Distribution"	10.06(c)
"Common Stock Private Placement Legend"	2.17(b)
"Conversion Agent"	2.03
"Conversion Obligation"	10.01(a)
"Distributed Property"	10.06(c)
"Dividend Threshold"	10.06(d)
"Effective Date"	10.14(a)
"Electronic Means"	13.01(c)
"Event of Default"	6.01
"Fundamental Change Notice"	3.01(b)
"Fundamental Change Repurchase Date"	3.01(a)
"Fundamental Change Repurchase Price"	3.01(a)
"Fundamental Change Repurchase Right"	3.01(a)
"Global Securities"	2.01
"Initial Securities"	2.02
"Instructions"	13.01(c)
"Make-Whole Applicable Increase"	10.14(b)
"Make-Whole Conversion Period"	10.14(a)
"Merger Event"	10.11
"Participants"	2.15(a)
"Paying Agent"	2.03
"Reference Property"	10.11
"Registrar"	2.03
"Repurchase Upon Fundamental Change"	3.01(a)
"Resale Restriction Termination Date"	2.17(a)
"Securities"	Preamble
"Security Private Placement Legend"	2.17
"Spin-Off"	10.06(c)
"Trigger Event"	10.06(c)
"Valuation Period"	10.06(c)
"Voting Stock"	1.01 (Definition of "Change in Control")

Section 1.03. *Rules of Construction*. Unless the context otherwise requires:

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

(ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with U.S. generally accepted accounting principles in effect from time to time;

(iii) "or" is not exclusive;

(iv) "including" means "including without limitation";

(v) words in the singular include the plural and in the plural include the singular;

(vi) provisions apply to successive events and transactions;

(vii) the term "principal" means the principal of any Security payable under the terms of such Securities;

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

(ix) references to currency shall mean the lawful currency of the United States of America, unless the context requires otherwise; and

(x) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified.

Section 1.04. *Incorporation by Reference of Trust Indenture Act.* Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Securities.

"indenture security holder" means a holder of the Securities.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company and any successor obligor upon the Securities.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA and not otherwise defined herein are used herein as so defined.

Section 1.05. *References to Interest*. Unless the context otherwise requires, any reference to interest on, or in respect of, any Security in this Indenture shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable. Unless the context otherwise requires, any express mention of Additional Interest in any provision hereof shall not be construed as excluding Additional Interest, as the case may be, in those provisions hereof where such express mention is not made.

ARTICLE 2
THE SECURITIES

Section 2.01. *Form and Dating.* The Securities and the Trustee's certificate of authentication shall be substantially in the form set forth in Exhibit A, which is incorporated in and forms a part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage; *provided* that such notations, legends or endorsements are in a form acceptable to the Company. Each Security shall be dated the date of its authentication.

So long as the Securities, or portion thereof, are eligible for book-entry settlement with the Depository, unless otherwise required by law, subject to Section 2.15, such Securities may be represented by one or more Securities in global form registered in the name of the Depository or the nominee of the Depository ("**Global Securities**"). The transfer and exchange of beneficial interests in any such Global Securities shall be effected through the Depository in accordance with this Indenture and the Applicable Procedures. Except as provided in Section 2.15, beneficial owners of a Global Security shall not be entitled to have certificates registered in their names, will not receive or be entitled to receive Physical Securities and such beneficial owners will not be considered Holders of such Global Security.

(a) *Securities*. The Securities shall be issued initially in the form of Global Securities and, if applicable, bearing any legends required by Section 2.17. Physical Securities may be issued in exchange for Global Securities solely pursuant to Section 2.15. Physical Securities may be exchanged for interests in a Global Security pursuant to Section 2.06.

(b) *Global Securities Generally.* Any Global Securities shall represent such of the outstanding Securities as shall be specified therein and shall provide that it shall represent the aggregate amount of outstanding Securities from time to time endorsed thereon and that the aggregate amount of outstanding Securities represented thereby may from time to time be increased or reduced to reflect issuances, repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Security to reflect the amount of any increase or decrease in the amount of outstanding Securities represented thereby shall be made by the Trustee or the custodian for the Global Security, at the written direction of the Trustee, in such manner and upon instructions given by the Holder of such Securities in accordance with this Indenture. Payment of principal of, and interest on, any Global Securities (including the Fundamental Change Repurchase Price, if applicable) shall be made to the Depository in immediately available funds. The Company initially appoints the Trustee to act as the Depository's custodian with respect to the Global Securities. The Company has entered into a letter of representations with the Depository in the form provided by the Depository and the Trustee and each Securities Agent are hereby authorized to act in accordance with such letter and the Applicable Procedures.

Section 2.02. *Execution and Authentication*. One duly authorized Officer shall sign the Securities for the Company by manual, electronic or facsimile signature.

A Security's validity shall not be affected by the failure of an Officer whose signature is on such Security to hold, at the time the Security is authenticated, the same office at the Company.

A Security shall not be valid until duly authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

Upon a Company Order, the Trustee shall authenticate Securities for original issue in the aggregate principal amount of $1,500,000,000 on the Issue Date (such Securities, and any Securities issued in exchange therefor or in substitution thereof, the "**Initial Securities**").

The Company may not, without the consent of Holders of one hundred percent (100%) in aggregate principal amount of the outstanding Securities, increase the aggregate principal amount of Securities by issuing additional Securities in the future (except for Securities authenticated and delivered upon registration of transfer or exchange for or in lieu of other Securities pursuant to Sections 2.06, 2.07, 2.10, 2.15, 2.16, 2.17, 3.01(h), and 10.02(f)).

Upon a Company Order, the Trustee shall authenticate Securities, including Securities not bearing the Security Private Placement Legend, to be issued to the transferees when sold pursuant to an effective registration statement under the Securities Act as set forth in Section 2.16(b) or when not otherwise required under this Indenture to bear the Security Private Placement Legend.

The Trustee shall act as the initial authenticating agent. Thereafter, the Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such authenticating agent. An authenticating agent so appointed has the same rights as a Securities Agent to deal with the Company and its Affiliates.

If a Company Order pursuant to this Section 2.02 has been, or simultaneously is, delivered, then any instructions by the Company to the Trustee with respect to endorsement, delivery or redelivery of a Security that is a Global Security shall be in writing but need not comply with Section 13.03 and shall not be required to be accompanied by an Opinion of Counsel. The Securities shall be issuable only in registered form without interest coupons and only in Authorized Denomination.

Section 2.03. *Registrar, Paying Agent and Conversion Agent.* The Company shall maintain, or shall cause to be maintained, (i) an office or agency where Securities may be presented for registration of transfer or for exchange ("**Registrar**"), (ii) an office or agency where Securities may be presented for payment ("**Paying Agent**") and (iii) an office or agency where Securities may be presented for conversion ("**Conversion Agent**"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may appoint or change one or more co-registrars, one or more additional paying agents and one or more additional conversion agents, subject to providing written notification to the Trustee of any such new registrar, paying agent or conversion agent, and may act in any such capacity on its own behalf. The term "**Registrar**" includes any co-registrar; the term "**Paying Agent**" includes any additional paying agent; and the term "**Conversion Agent**" includes any additional conversion agent.

The Company shall use reasonable best efforts to enter into an appropriate agency agreement with any Securities Agent not a party to this Indenture, if any. Such agency agreement, if any, shall implement the provisions of this Indenture that relate to such Securities Agent. The Company shall notify the Trustee in writing of the name and address of any Securities Agent not a party to this Indenture. If the Company fails to maintain an entity other than the Trustee as Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such.

The Company initially appoints the Trustee as Paying Agent, Registrar and Conversion Agent.

Section 2.04. *Paying Agent to Hold Money in Trust* Each Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all moneys held by the Paying Agent for the payment of the Securities, and shall notify the Trustee in writing of any Default by the Company in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and account for any funds so paid by it. Upon payment over to the Trustee, the Paying Agent shall have no further liability for such money. If the Company acts as Paying Agent, it shall segregate and hold as a separate trust fund all money held by it as Paying Agent; *provided* that the Company may not act as Paying Agent upon the occurrence and continuance of an Event of Default. Upon an Event of Default pursuant to Section 6.01(h) or (i), the Trustee shall automatically be the Paying Agent.

Section 2.05. *Holder Lists*. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with Section 312(a) of the TIA. If the Trustee is not the Registrar, the Company shall furnish, or shall cause to be furnished, to the Trustee before each Interest Payment Date and at such other times as the Trustee may request in writing a list, in such form and as of such date as the Trustee may reasonably require, of the names and addresses of Holders appearing in the security register of the Registrar and the Company shall otherwise comply with Section 312(a) of the TIA.

Section 2.06. *Transfer and Exchange.* (a) Subject to Section 2.15 and Section 2.16, where Securities are presented to the Registrar with a request to register their transfer or to exchange them for an equal principal

amount of Securities of other authorized denominations, the Registrar shall register the transfer or make the exchange if its requirements under this Indenture for such transaction are met. To permit registrations of such transfers and exchanges, the Trustee shall authenticate Securities at the Registrar's request or upon the Trustee's receipt of a Company Order therefor. The Company, the Registrar or the Trustee, as the case may be, shall not be required to register the transfer or exchange of any Security for which a Repurchase Notice has been delivered, and not withdrawn, in accordance with this Indenture, except if the Company has defaulted in the payment of the Fundamental Change Repurchase Price with respect to such Security or to the extent that a portion of such Security is not subject to such Repurchase Notice.

No service charge shall be made for any transfer, exchange or conversion of Securities, but the Company and the Trustee may require payment of a sum sufficient to cover any documentary, stamp, issue or transfer tax or similar governmental charge that may be imposed in connection with any transfer, exchange or conversion of Securities, other than exchanges pursuant to Section 2.07, Section 2.10, Section 3.01, Section 9.04 or Section 10.02, in each case, not involving any transfer.

(b) *Exchanges of Physical Securities for Beneficial Interests in Global Securities.* A Holder may request a transfer or exchange of a Physical Security for a beneficial interest in a Global Security and the Company shall use commercially reasonable efforts to cause the Physical Securities to be eligible for book-entry settlement with the Depository, if upon such transfer or exchange such interest could be held in an Unrestricted Global Security. If and when the Company is successful in causing the Physical Securities to be eligible for book-entry settlement with the Depository a holder may transfer or exchange a Physical Security for a beneficial interest in a Global Security by (i) surrendering such Physical Security for registration of transfer or exchange, together with any endorsements or instruments of transfer required by any of the Company, the Trustee or the Registrar, at any office or agency maintained by the Company for such purposes pursuant to Section 4.02; (ii) if such Physical Security is a Restricted Security, delivering any documentation required by Section 2.16; (iii) complying with Section 2.16(e), if applicable, (iv) satisfying all other requirements for such transfer set forth in this Section 2.06 and Section 2.15; and (v) providing written instructions to the Trustee to make, or to direct the Registrar to make, an adjustment in its books and records with respect to the applicable Global Security to reflect an increase in the aggregate principal amount of the Securities represented by such Global Security, which instructions will contain information regarding the Depository account to be credited with such increase. Upon the satisfaction of conditions (i), (ii), (iii), (iv) and (v), as applicable, the Trustee will cancel such Physical Security and cause, in accordance with the Applicable Procedures, the aggregate principal amount of Securities represented by such Global Security to be increased by the aggregate principal amount of such Physical Security, and will credit or cause to be credited the account of the Person specified in the instructions provided by the exchanging Holder in an amount equal to the aggregate principal amount of such Physical Security. If no Global Securities are then outstanding, the Company, in accordance with Section 2.02, will promptly execute and deliver to the Trustee, and the Trustee, upon receipt of a Company Order and in accordance with Section 2.02, will authenticate, a new Global Security in the appropriate aggregate principal amount.

Section 2.07. *Replacement Securities.* If the Holder of a Security claims that the Security has been mutilated, lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate, at the Holder's expense, a replacement Security upon surrender to the Trustee of the mutilated Security, or upon delivery to the Trustee of evidence of the loss, destruction or theft of the Security satisfactory to the Trustee and the Company. In the case of a lost, destroyed or wrongfully taken Security, if required by the Trustee or the Company, indemnity (including in the form of a bond) must be provided by the Holder that is reasonably satisfactory to the Trustee (with respect to the Trustee) and the Company to indemnify and hold harmless the Company, the Trustee or any Securities Agent from any loss that any of them may suffer if such Security is replaced.

In case any such mutilated, lost, destroyed or wrongfully taken Security has become due and payable, the Company in its discretion may, instead of issuing a new Security, pay the amounts due in respect of such Security as provided hereunder.

Every replacement Security is an additional obligation of the Company only as provided in Section 2.08.

Section 2.08. *Outstanding Securities.* Securities outstanding at any time are all the Securities authenticated by the Trustee except for those converted, those cancelled by it, those delivered to it for cancellation and those described in this Section 2.08 as not outstanding. Except to the extent provided in Section 2.09, a Security does not cease to be outstanding because the Company or one of its Subsidiaries or Affiliates holds the Security.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it, or a court holds, that the replaced Security is held by a protected purchaser.

If the Paying Agent (in the case of a Paying Agent other than the Company) holds, as of 11:00 a.m. New York City time on a Fundamental Change Repurchase Date, or the Maturity Date, money sufficient to pay the aggregate Fundamental Change Repurchase Price, or principal amount (plus accrued and unpaid interest, if any), as the case may be, with respect to all Securities to be repurchased or paid on such Fundamental Change Repurchase Date, or the Maturity Date, as the case may be, in each case, payable as herein provided on such Fundamental Change Repurchase Date, or the Maturity Date, then (unless there shall be a Default in the payment of such aggregate Fundamental Change Repurchase Price, or principal amount, or of such accrued and unpaid interest), except as otherwise provided herein, on and after such date such Securities shall be deemed to be no longer outstanding, interest on such Securities shall cease to accrue, and such Securities shall be deemed to be paid whether or not such Securities are delivered to the Paying Agent. Thereafter, all rights of the Holders of such Securities shall terminate with respect to such Securities, other than the right to receive the Fundamental Change Repurchase Price, or principal amount, as the case may be, plus, if applicable, such accrued and unpaid interest in accordance with this Indenture. For the avoidance of doubt, any Securities that are not submitted by a Holder for a Repurchase Upon Fundamental Change pursuant to Section 3.01 shall remain outstanding and shall be unaffected by this paragraph.

If a Security is converted in accordance with Article 10 then, from and after the time of such conversion on the Conversion Date, such Security shall cease to be outstanding, and interest, if any, shall cease to accrue on such Security unless there shall be a Default in the payment or delivery of the consideration payable and/or deliverable hereunder upon such conversion (except that any such Security will remain outstanding solely for the purpose of receiving any interest or other amounts due following such conversion as set forth in this Indenture).

Section 2.09. *Securities Held by the Company or an Affiliate.* In determining whether the Holders of the required aggregate principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or any of its Subsidiaries or Affiliates shall be considered as though not outstanding, except that, for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities that a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be considered to be outstanding for purposes of this Section 2.09 if the pledgee establishes, to the satisfaction of the Trustee, the pledgee's right so to concur with respect to such Securities and that the pledgee is not, and is not acting at the direction or on behalf of, the Company, any other obligor on the Securities, an Affiliate of the Company or an Affiliate of any such other obligor. In case of a dispute as to whether the pledgee has established the foregoing, any decision by the Trustee taken upon the advice of counsel shall provide full protection to the Trustee. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Company to be owned or held by or for the account of any of the above described Persons; and the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Securities not listed therein are outstanding for the purpose of any such determination. Notwithstanding Section 316(a)(1) of the TIA (which, for the avoidance of doubt, shall not apply to this Indenture until this Indenture is qualified under the TIA) or anything herein to the contrary, to the fullest extent permitted by law, no SL Securities shall be deemed to be owned by the Company or any of its Subsidiaries or Affiliates for purposes of this Indenture, the Securities and any direction, waiver or consent with respect thereto.

Section 2.10. *Temporary Securities.* Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall, upon receipt of a Company Order therefor, authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee, upon receipt of a Company Order therefor, shall authenticate definitive Securities in exchange for temporary Securities. Until so exchanged, each temporary Security shall in all respects be entitled to the same benefits under this Indenture as definitive Securities, and such temporary Security shall be exchangeable for definitive Securities in accordance with the terms of this Indenture.

Section 2.11. *Cancellation.* The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar, Paying Agent and Conversion Agent shall forward to the Trustee any Securities surrendered to them for transfer, exchange, payment or conversion. The Trustee shall promptly cancel all Securities surrendered for transfer, exchange, payment, conversion or cancellation in accordance with its customary procedures. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article 10. All cancelled Securities held by the Trustee shall be disposed of in accordance with its customary procedure for the disposal of cancelled securities, and certification of such disposal shall be delivered by the Trustee to the Company unless the Company shall, by a Company Order, direct that cancelled Securities be returned to it.

Section 2.12. *Defaulted Interest.* If, and to the extent, the Company defaults in a payment of interest on the Securities, the Company shall pay in cash the defaulted interest in any lawful manner plus, to the extent not prohibited by applicable statute or case law, interest on such defaulted interest at the rate provided in the Securities. The Company may pay the defaulted interest (plus interest on such defaulted interest) to the Persons who are Holders on a subsequent special record date. The Company shall fix such special record date and payment date. At least fifteen (15) calendar days before the special record date, the Company shall send to Holders and the Trustee a notice that states the special record date, payment date and amount of interest to be paid. Upon the due payment in full, interest shall no longer accrue on such defaulted interest pursuant to this Section 2.12.

Section 2.13. *CUSIP Numbers.* The Company in issuing the Securities may use one or more "CUSIP" numbers, and, if so, the Trustee shall use the CUSIP numbers in notices as a convenience to Holders; *provided*, *however*, that no representation is hereby deemed to be made by the Trustee as to the correctness or accuracy of the CUSIP numbers printed on the notice or on the Securities; and *provided further* that reliance may be placed only on the other identification numbers printed on the Securities, and the effectiveness of any such notice shall not be affected by any defect in, or omission of, such CUSIP numbers. The Company shall promptly notify the Trustee of any change in the CUSIP numbers.

On the Issue Date, the Securities shall initially bear the CUSIP and ISIN numbers set forth in the following sentence. The CUSIP and ISIN numbers for the SL Securities that are Restricted Global Securities shall be [●] and [●], respectively; the CUSIP and ISIN numbers for the SL Securities that are Unrestricted Global Securities shall be [●] and [●], respectively; the CUSIP and ISIN numbers for Restricted Global Securities other than SL Securities shall be [●] and [●], respectively; and the CUSIP and ISIN numbers for Unrestricted Global Securities other than SL Securities shall be [●] and [●], respectively.

Section 2.14. *Deposit of Moneys.* Prior to 11:00 a.m., New York City time, on each Interest Payment Date, the Maturity Date, any Fundamental Change Repurchase Date, the Company shall deposit with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust in accordance with Section 2.04) money, in funds immediately available on such date, sufficient to make cash payments, if any, due on such Interest Payment Date, the Maturity Date, such Fundamental Change Repurchase Date, as the case may be, in a timely manner which permits the Paying Agent to remit payment to the Holders on such Interest Payment Date, the Maturity Date, such Fundamental Change Repurchase Date, as the case may be.

If any Interest Payment Date, the Maturity Date, or any Fundamental Change Repurchase Date falls on a date that is not a Business Day, the payment due on such Interest Payment Date, the Maturity Date, or such Fundamental Change Repurchase Date, as the case may be, shall be postponed until the next succeeding Business Day, and no interest or other amount shall accrue as a result of such postponement.

Section 2.15. *Book-Entry Provisions for Global Securities.* (a) Global Securities initially shall (i) be registered in the name of the Depository, its successors or their respective nominees, (ii) be delivered to the Trustee as custodian for the Depository, its successors or their respective nominees, as the case may be, and (iii) bear the legends such Global Securities are required to bear under Section 2.17.

Members of, or participants in, the Depository ("**Participants**") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository, or the Trustee as its custodian, or under the Global Security, and the Depository (or its nominee) may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Security for all purposes whatsoever; *provided*, *however*, that each SL Security that is a Global Security shall be subject to the rights under Section 9.02 and Section 10.02(c) of the beneficial owners of such SL Global Security; *provided*, that under no circumstances shall the Trustee or any Securities Agent be charged with knowledge of the terms of the Investment Agreement or be liable or responsible for any failure by the Company or any party thereto to perform or otherwise comply with its obligations under the Investment Agreement. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee, any Securities Agent or any of their respective agents from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and Participants, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

(b) Except as otherwise set forth in this Section 2.15 or Section 2.16, transfers of Global Securities shall be limited to transfers in whole, but not in part, to the Depository, its successors or their respective nominees. In addition, one or more Physical Securities shall be transferred to each owner of a beneficial interest in a Global Security, as identified by the Depository, in exchange for its beneficial interest in the Global Securities if (i) the Depository notifies the Company that the Depository is unwilling or unable to continue as depository for any Global Security, or the Depository ceases to be a "clearing agency" registered under Section 17A of the Exchange Act, and, in either case, a successor Depository is not appointed by the Company within ninety (90) days of such notice or cessation or (ii) an Event of Default has occurred and is continuing and the Registrar has received a written request from the beneficial owner (via the Depository) of the relevant Securities to issue Physical Securities. For the avoidance of doubt, if any event described in clause (i) of the immediately preceding sentence occurs, any owner of a beneficial interest in any Global Security will be entitled to receive one or more Physical Securities in exchange for its beneficial interest or interests in the Global Securities, and if any event described in clause (ii) of the immediately preceding sentence occurs, only the beneficial owner that has made a written request to the Registrar (via the Depository) will be entitled to receive one or more Physical Securities in exchange for its beneficial interest or interests in the Global Securities. The Company may also exchange beneficial interests in a Global Security for one or more Physical Securities registered in the name of the owner of beneficial interests if the Company and the owner of such beneficial interests agree to so exchange.

(c) The transfer and exchange of beneficial interests in the Global Securities shall be effected through the Depository, in accordance with the provisions of this Indenture and the Applicable Procedures. Transfers of beneficial interests in the Global Securities also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as, to the extent applicable, the other provisions of this Section 2.15(c) that follow:

(i) *Transfer of Beneficial Interests in the Same Global Security.* Beneficial interests in any Restricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Security (or a Restricted Global Security with the same CUSIP number) in accordance with the transfer restrictions set forth in the Security Private Placement Legend. Beneficial interests in any Unrestricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this clause (i).

(ii) *All Other Transfers and Exchanges of Beneficial Interests in Global Securities*. In connection with all transfers and exchanges of a beneficial interest in a Global Security that are not addressed by Section 2.15(c)(i), there must be delivered (A) such instruction or order from a Participant or an Indirect Participant to the Depository, as may be required by the Applicable Procedures, directing the Depository to credit or cause to be credited a beneficial interest in another Global Security in an amount equal to the beneficial interest to be transferred or exchanged and (B) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in a Global Security contained in this Indenture, the Trustee shall adjust the principal amount of the Global Securities pursuant to Section 2.15(d).

(iii) *Transfer and Exchange of Beneficial Interests in a Restricted Global Security for Beneficial Interests in an Unrestricted Global Security.* A beneficial interest in any Restricted Global Security may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Security or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security if the exchange or transfer complies with the requirements of this Section 2.15(c) and the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Security proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Security, a certificate from such Holder substantially in the form of Exhibit E; or

(B) if the holder of such beneficial interest in a Restricted Global Security proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form of Exhibit D;

and, in each such case set forth in this clause (iii), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Company to the effect that no registration under the Securities Act is required in connection with such exchange or transfer of beneficial interests to the relevant Person or in connection with any re-sales of the beneficial interests in the Unrestricted Global Security that are beneficially owned by such Person on the date of such opinion.

Beneficial interests in an Unrestricted Global Security cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

(iv) *Transfer and Exchange of Beneficial Interests in one Restricted Global Security for Beneficial Interests in another Restricted Global Security*. A beneficial interest in any Restricted Global Security may be exchanged by any holder thereof for a beneficial interest in a Restricted Global Security with a different CUSIP or different legends or transferred to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Security with a different CUSIP or different legends if the exchange or transfer complies with the requirements of this Section 2.15(c) and the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Security proposes to exchange such beneficial interest for a beneficial interest in a Restricted Global Security with a different CUSIP or different legends, a certificate from such Holder substantially in the form of Exhibit E; or

(B) if the holder of such beneficial interest in a Restricted Global Security proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in a Restricted Global Security with a different CUSIP or different legends, a certificate from such holder in the form of Exhibit D.

Notwithstanding the foregoing or anything to the contrary provided herein, a holder of a beneficial interest in a Security that is not an SL Security may not exchange or transfer such beneficial interest for a beneficial interest in an SL Security but a holder of a beneficial interest in a SL Security may, at any time, exchange or transfer such beneficial interest for a beneficial interest in a Security that is not a SL Security.

(d) At such time as all beneficial interests in a particular Global Security have been exchanged for Physical Securities or a particular Global Security has been repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with

Section 2.11. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Physical Securities, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(e) In connection with the transfer of a Global Security in its entirety to beneficial owners pursuant to Section 2.15(b), such Global Security shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute, and the Trustee shall upon written instructions from the Company authenticate and deliver, to each beneficial owner identified by the Depository in exchange for its beneficial interest in such Global Security, an equal aggregate principal amount of Physical Securities of authorized denominations.

(f) Any Physical Security delivered in exchange for an interest in a Global Security pursuant to Section 2.15(b), shall bear the same legend(s), if any, from Exhibit B-1A that are borne by the relevant Global Security, except to the extent the requirements of Section 2.15(c)(iii) or Section 2.15(c)(iv) are satisfied with respect to the removal or addition of any legend, *mutatis mutandis* for the fact that a Physical Security is being issued rather than a beneficial interest in a Global Security.

(g) The Holder of any Global Security may grant proxies and otherwise authorize any Person, including Participants and Persons that may hold interests through Participants, to take any action which a Holder is entitled to take under this Indenture or the Securities.

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

(i) Neither the Trustee nor any Securities Agent shall have any responsibility for any actions taken or not taken by the Depository.

(j) No service charge shall be made to or by a holder of a beneficial interest in a Global Security or to or by a Holder of a Physical Security for any registration of transfer or exchange.

(k) All Global Securities and Physical Securities issued upon any registration of transfer or exchange of Global Securities or Physical Securities shall evidence the same debt of the Company and entitled to the same benefits under this Indenture, as the Global Securities or Physical Securities surrendered upon such registration of transfer or exchange.

(l) Prior to due presentment for the registration of a transfer of any Security, the Trustee and the Company may deem and treat the Person in whose name any Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Securities and, subject to Section 2.09, for all other purposes, and neither of the Trustee or the Company shall be affected by notice to the contrary.

(m) Upon surrender for registration of transfer of any Security at the office or agency of the Company designated pursuant to Section 4.02, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more replacement Securities of any authorized denomination or denominations of a like aggregate principal amount.

(n) At the option of the Holder, Securities may be exchanged for other Securities of any authorized denomination or denominations of a like aggregate principal amount upon surrender of the Securities to be exchanged at such office or agency. Whenever any Global Securities or Physical Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and send, the replacement Global Securities and Physical Securities which the Holder making the exchange is entitled to in accordance with the provisions of Section 2.02.

(o) Neither the Trustee nor any Securities Agent shall have any responsibility or obligation to any beneficial owner of an interest in the Global Securities, an agent member of, or a participant in, the Depository or other person with respect to the accuracy of the records of the Depository or its nominees or of any Participant or member thereof, with respect to any ownership interest in the Global Securities or with respect to the delivery to any Participant, agent member, beneficial owner or other Person (other than the Depository) of any notice or the payment of any amount or delivery of any Securities (or other security or property) under or with respect to such Securities. The rights of beneficial owners in any Global Securities shall be exercised only through the Depository, subject to its applicable rules and procedures. The Trustee and each agent may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its agent members, Participants and any beneficial owners.

Section 2.16. *Special Transfer Provisions.* (a) Notwithstanding any other provisions of this Indenture, but except as provided in Section 2.15(b), a Global Security may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(b) Upon the transfer, exchange or replacement of Securities not bearing the Security Private Placement Legend, unless the Company notifies the Trustee in writing otherwise, the Trustee shall deliver Securities that do not bear the Security Private Placement Legend. Upon the transfer, exchange or replacement of Securities bearing the Security Private Placement Legend, the Trustee shall deliver only Securities that bear the Security Private Placement Legend unless (i) the requested transfer, exchange or replacement is after the Resale Restriction Termination Date, (ii) there is delivered to the Trustee and the Company an Opinion of Counsel reasonably satisfactory to the Company and addressed to the Company to the effect that no registration under the Securities Act is required in connection with such transfer, exchange or replacement of such Securities in connection with any re-sales of such Securities on the date of such opinion or (iii) such Security has been sold pursuant to an effective registration statement under the Securities Act and the Holder selling such Securities has delivered to the Registrar a notice in the form of Exhibit C hereto.

(c) By its acceptance of any Security or any Common Stock bearing the Security Private Placement Legend or the Common Stock Private Placement Legend, each holder thereof acknowledges the restrictions on transfer of such Security set forth in this Indenture and in the Security Private Placement Legend or Common Stock Private Placement Legend, as applicable, and agrees that it will transfer such Security only as provided in this Indenture and as permitted by applicable law.

The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.15 or this Section 2.16 in accordance with its customary document retention policies. The Company shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

(d) The Company may, to the extent permitted by law, purchase the Securities in the open market or by tender offer at any price or by private agreement without giving prior notice to Holders. The Company may, at its option, surrender to the Trustee for cancellation any Securities the Company purchases in this manner. Securities surrendered to the Trustee for cancellation may not be reissued or resold and shall be promptly cancelled pursuant to Section 2.11.

(e) Any Physical Securities that are purchased or owned by the Company, any Subsidiary of the Company or any other Affiliate of the Company or its Subsidiaries may not be resold by the Company, such Subsidiary or such Affiliate in a transaction in which the transferee takes its interest in the form of a beneficial interest in a Global Security unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction that results in such Securities no longer being Restricted Securities.

Section 2.17. *Restrictive Legends*.

(a) Each Global Security and Physical Security that constitutes a Restricted Security shall bear the legend (the "**Security Private Placement Legend**") as set forth in Exhibit B-1A on the face thereof until the date such Securities no longer constitute Restricted Securities as reasonably determined by the Company in good faith and evidenced by an Officers' Certificate (such date, the "**Resale Restriction Termination Date**").

No transfer of any Security prior to the Resale Restriction Termination Date will be registered by the Registrar unless the applicable box has been checked on the Form of Assignment attached as Attachment 1 to the Form of Security attached hereto as Exhibit A.

Any Security (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, on or after the Resale Restriction Termination Date, upon surrender of such Security for exchange to the Trustee in accordance with the provisions of this Article 2, be exchanged for a new Security or Securities, of like tenor and aggregate principal amount, which shall not bear the Security Private Placement Legend required by this Section 2.17(a) and shall not be assigned a restricted CUSIP number. In addition, on and after the Resale Restriction Termination Date, upon the request of any Holder and upon surrender of its Security for exchange, the Company shall exchange a Physical Security with the Security Private Placement Legend for a Physical Security without Security Private Placement Legend so long as the Holder covenants to the Company that it will offer, sell, pledge or otherwise transfer such Security in compliance with the Securities Act. The Company shall be entitled to instruct the Trustee in writing to cancel any Global Security as to which such restrictions on transfer shall have expired in accordance with their terms for exchange, and, upon such instruction, the Trustee shall provide evidence of cancellation of such Global Security; and any new Global Security exchanged therefor shall not bear the Security Private Placement Legend specified in this Section 2.17(a) and shall not be assigned a restricted CUSIP number. The Company shall promptly notify the Trustee in writing upon the occurrence of the Resale Restriction Termination Date and promptly after a registration statement, if any, with respect to the Securities or any Common Stock issued upon conversion of the Securities has been declared effective under the Securities Act.

(b) Until the Resale Restriction Termination Date, any stock certificate representing Common Stock issued upon conversion of such Security, if any, shall, if such shares constitute Restricted Securities at their time of issuance, bear the legend (the "**Common Stock Private Placement Legend**") as set forth in Exhibit B-1B unless such Common Stock have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or have been sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company in writing.

(c) Each Global Security shall also bear the legend as set forth in Exhibit B-2.

(d) Each Security issued with "original issue discount" for United States federal income tax purposes shall also bear the legend as set forth in Exhibit B-3.

ARTICLE 3
REPURCHASE AT OPTION OF HOLDER

Section 3.01. *Repurchase at Option of Holder Upon a Fundamental Change* (a) If a Fundamental Change occurs at any time prior to the Maturity Date, each Holder of Securities shall have the right (the "**Fundamental Change Repurchase Right**"), at such Holder's option, to require the Company to repurchase (a "**Repurchase Upon Fundamental Change**") all of such Holder's Securities (or any portion thereof in an Authorized Denomination), on a date selected by the Company (the "**Fundamental Change Repurchase Date**"), which shall be no later than thirty five (35) Business Days, and no earlier than twenty (20) Business Days (or as such period may be extended pursuant to Section 3.01(j)), after the date the Fundamental Change Notice is sent in accordance with Section 3.01(b), at a price, payable in cash, equal to one hundred percent (100%) of the principal amount of the Securities (or portion thereof) to be so repurchased, plus accrued and unpaid interest, if any, thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), subject to satisfaction of the following conditions:

(i) delivery to the Company (if it is acting as its own Paying Agent), or to a Paying Agent designated by the Company for such purpose in the Fundamental Change Notice, no later than the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date, of a Repurchase Notice, in the form set forth in the Securities or any other form of written notice substantially similar thereto, in each case, duly completed and signed, with appropriate signature guarantee, stating:

(A) the certificate number(s) of the Securities that the Holder will deliver to be repurchased, if such Securities are Physical Securities;

(B) the principal amount of Securities to be repurchased, which must be an Authorized Denomination; and

(C) that such principal amount of Securities are to be repurchased pursuant to the terms and conditions specified in this Section 3.01; and

(ii) delivery to the Company (if it is acting as its own Paying Agent), or to a Paying Agent designated by the Company for such purpose in the Fundamental Change Notice, at any time after the delivery of such Repurchase Notice, of such Securities (together with all necessary endorsements) with respect to which the Fundamental Change Repurchase Right is being exercised, if such Securities are Physical Securities, or book-entry transfer of the Securities, if the Securities are Global Securities, in compliance with the Applicable Procedures;

provided, *however*, that if such Fundamental Change Repurchase Date is after a Record Date for the payment of an installment of interest and on or before the related Interest Payment Date, then the full amount of accrued and unpaid interest, if any, to, but excluding, such Interest Payment Date shall be paid on such Interest Payment Date to the Holder of record of such Securities at the Close of Business on such Record Date (without any surrender of such Securities by such Holder), and the Fundamental Change Repurchase Price shall not include such accrued but unpaid interest.

If such Securities are held in book-entry form through the Depository, the delivery of any Securities, Repurchase Notice, Fundamental Change Notice or notice of withdrawal pursuant to the immediately succeeding paragraph shall comply with the Applicable Procedures.

Notwithstanding anything herein to the contrary, any Holder that has delivered the Repurchase Notice contemplated by this Section 3.01(a) to the Company (if it is acting as its own Paying Agent) or to a Paying Agent designated by the Company for such purpose in the Fundamental Change Notice shall have the right to withdraw such Repurchase Notice by delivery, at any time prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date (or, if there shall be a Default in the payment of the Fundamental Change Repurchase Price, at any time during which such Default is continuing), of a written

notice of withdrawal to the Company (if acting as its own Paying Agent) or the Paying Agent, which notice shall be delivered in accordance with, and contain the information specified in, Section 3.01(b)(x).

The Paying Agent shall promptly notify the Company of the receipt by it of any Repurchase Notice or written notice of withdrawal thereof.

(b) On or before the 20th Business Day after the consummation of a Fundamental Change, the Company shall send, or cause to be sent, to all Holders of the Securities in accordance with Section 13.01 a notice (the "**Fundamental Change Notice**") of the occurrence of such Fundamental Change and the Fundamental Change Repurchase Right arising as a result thereof. The Company shall deliver a copy of the Fundamental Change Notice to the Trustee at the time such notice is delivered to the Holders. Each Fundamental Change Notice shall state:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) the Fundamental Change Repurchase Date;

(iv) the last date on which the Fundamental Change Repurchase Right may be exercised, which shall be the Business Day immediately preceding the Fundamental Change Repurchase Date;

(v) the Fundamental Change Repurchase Price;

(vi) the names and addresses of the Paying Agent and the Conversion Agent;

(vii) the procedures that a Holder must follow to exercise the Fundamental Change Repurchase Right;

(viii) that the Fundamental Change Repurchase Price for any Security as to which a Repurchase Notice has been given and not withdrawn will be paid no later than the later of such Fundamental Change Repurchase Date and the time of book-entry transfer or delivery of the Security (together with all necessary endorsements);

(ix) that, except as otherwise provided herein with respect to a Fundamental Change Repurchase Date that is after a Record Date for the payment of an installment of interest and on or before the related Interest Payment Date, on and after such Fundamental Change Repurchase Date (unless there shall be a Default in the payment of the Fundamental Change Repurchase Price), interest on Securities subject to Repurchase Upon Fundamental Change will cease to accrue, and all rights of the Holders of such Securities shall terminate, other than the right to receive, in accordance herewith, the Fundamental Change Repurchase Price;

(x) that a Holder will be entitled to withdraw its election in the Repurchase Notice prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date, or such longer period as may be required by law, delivered in the same manner as the related Repurchase Notice was delivered and setting forth the name of such Holder, a statement that such Holder is withdrawing its election to have Securities purchased by the Company on such Fundamental Change Repurchase Date pursuant to a Repurchase Upon Fundamental Change, the certificate number(s) of such Securities to be so withdrawn (if such Securities are Physical Securities), the principal amount of the Securities of such Holder to be so withdrawn, which amount must be an Authorized Denomination and the principal amount, if any, of the Securities of such Holder that remain subject to the Repurchase Notice delivered by such Holder in accordance with this Section 3.01, which amount must be an Authorized Denomination; *provided*, *however*, that if there shall be a Default in the payment of the Fundamental Change Repurchase Price, a Holder shall be entitled to withdraw its election in the Repurchase Notice at any time during which such Default is continuing;

(xi) the Conversion Rate and any adjustments to the Conversion Rate that will result from such Fundamental Change;

(xii) that Securities with respect to which a Repurchase Notice is given by a Holder may be converted pursuant to Article 10 only if such Repurchase Notice has been withdrawn in accordance with this Section 3.01 or the Company defaults in the payment of the Fundamental Change Repurchase Price; and

(xiii) the CUSIP number or numbers, as the case may be, of the Securities.

At the Company's request, upon prior notice reasonably acceptable to the Trustee, the Trustee shall send such Fundamental Change Notice in the Company's name and at the Company's expense; *provided*, *however*, that the form and content of such Fundamental Change Notice shall be prepared by the Company.

No failure of the Company to give a Fundamental Change Notice shall limit any Holder's right pursuant hereto to exercise a Fundamental Change Repurchase Right.

(c) Subject to the provisions of this Section 3.01, the Company shall pay, or cause to be paid, the Fundamental Change Repurchase Price with respect to each Security as to which the Fundamental Change Repurchase Right shall have been exercised to the Holder thereof no later than the later of the Fundamental Change Repurchase Date and the time of book-entry transfer or when such Security is surrendered to the Paying Agent together with any necessary endorsements.

(d) The Company shall, in accordance with Section 2.14, deposit with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust in accordance with Section 2.04) money, in funds immediately available on the Fundamental Change Repurchase Date, sufficient to pay the Fundamental Change Repurchase Price upon Repurchase Upon Fundamental Change for all of the Securities that are to be repurchased by the Company on such Fundamental Change Repurchase Date pursuant to a Repurchase Upon Fundamental Change. The Paying Agent shall, promptly after delivering the Fundamental Change Repurchase Price to Holders entitled thereto and upon written demand by the Company, return to the Company as soon as practicable, any money in excess of the Fundamental Change Repurchase Price.

(e) Once the Fundamental Change Notice and the Repurchase Notice have been duly given in accordance with this Section 3.01, the Securities to be repurchased pursuant to a Repurchase Upon Fundamental Change shall, on the Fundamental Change Repurchase Date, become due and payable in accordance herewith, and, on and after such date (unless there shall be a Default in the payment of the Fundamental Change Repurchase Price), except as otherwise provided herein with respect to a Fundamental Change Repurchase Date that is after a Record Date for the payment of an installment of interest and on or before the related Interest Payment Date, such Securities shall cease to bear interest (whether or not book-entry transfer of the Securities has been made or the Securities have been delivered to the Paying Agent), and all rights of the relevant Holders of such Securities shall terminate, other than the right to receive, in accordance herewith, such consideration and any other applicable rights under those sections set forth in the proviso in Section 8.01.

(f) Securities with respect to which a Repurchase Notice has been duly delivered in accordance with this Section 3.01 may be converted pursuant to Article 10 only if such Repurchase Notice has been withdrawn in accordance with this Section 3.01 or the Company defaults in the payment of the Fundamental Change Repurchase Price.

(g) If any Security shall not be paid on the Fundamental Change Repurchase Date upon book-entry transfer or surrender thereof for Repurchase Upon Fundamental Change, the principal of, and accrued and unpaid interest on, such Security shall, until paid, bear interest, payable in cash, at the rate borne by such Security on the principal amount of such Security, and such Security shall be convertible pursuant to Article 10 if any Repurchase Notice with respect to such Security is withdrawn pursuant to this Section 3.01.

(h) Any Security that is to be submitted for Repurchase Upon Fundamental Change only in part shall be delivered pursuant to this Section 3.01 (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder

thereof or its attorney duly authorized in writing, with a notarization or medallion guarantee), and the Company shall promptly execute, and the Trustee shall promptly authenticate and make available for delivery to the Holder of such Security without service charge, a new Security or Securities, of any Authorized Denomination as requested by such Holder, of the same tenor and in aggregate principal amount equal to the portion of such Security not duly submitted for Repurchase Upon Fundamental Change.

(i) Notwithstanding anything herein to the contrary, except in the case of an acceleration resulting from a Default relating to the payment of the Fundamental Change Repurchase Price, there shall be no purchase of any Securities pursuant to this Section 3.01 on any date if, on such date, the principal amount of the Securities shall have been accelerated in accordance with this Indenture and such acceleration shall not have been rescinded on or prior to such date in accordance with this Indenture. The Paying Agent will promptly return to the respective Holders thereof any Securities held by it during the continuance of such an acceleration.

(j) In connection with any Repurchase Upon Fundamental Change, the Company shall, to the extent required (i) comply with the provisions of Rule 13e-4, Rule 14e-1, Regulation 14E under the Exchange Act, and with all other applicable laws; (ii) file a Schedule TO or any other schedules required under the Exchange Act or any other applicable laws; and (iii) otherwise comply with all applicable United States federal and state securities laws in connection with any offer by the Company to repurchase the Securities; *provided* that any time period specified in this Article 3 shall be extended to the extent necessary for such compliance.

ARTICLE 4
COVENANTS

Section 4.01. *Payment of Securities.* The Company shall pay all amounts and make deliveries of securities due with respect to the Securities on the dates and in the manner provided in the Securities and this Indenture. All such amounts shall be considered paid on the date due if the Paying Agent holds (or, if the Company is acting as Paying Agent, the Company has segregated and holds in trust in accordance with Section 2.04) on that date money sufficient to pay the amount then due with respect to the Securities. The Company will pay, in money of the United States that at the time of payment is legal tender for payment of public and private debts, all amounts with respect to the Securities, which amounts shall be paid (a) in the case of a Global Security, by wire transfer of immediately available funds to the account designated by the Depository or its nominee; and (b) in the case of a Physical Security, by wire transfer of immediately available funds to the account specified in writing to the Paying Agent by such Holder or, if such Holder does not specify an account, by mailing a check to the address of such Holder set forth in the register of the Registrar.

The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the rate borne by the Securities.

Section 4.02. *Maintenance of Office or Agency.* The Company will maintain, or cause to be maintained, an office or agency (which may be an office of the Trustee or an Affiliate of the Trustee or Registrar) where Securities may be surrendered for registration of transfer or exchange, payment or conversion. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain, or fail to cause to be maintained, any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made or served at the Corporate Trust Office of the Trustee.

The Company will maintain, or cause to be maintained, an office or agency where notices and demands to or upon the Company in respect of the Securities and this Indenture (other than the type contemplated by Section 13.09(c)) may be served, *provided* that such office or agency may instead be at the principal office of the Company located in the United States (and, notwithstanding the final sentence of this Section 4.02, shall initially be at such office until the Company notifies the Trustee otherwise).

The Company may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby initially designates the Corporate Trust Office of the Trustee as an agency of the Company in accordance with Section 2.03; provided that, under no circumstances shall the Trustee be an agent for service of legal process on the Company.

Section 4.03. *Annual Reports.* (a) The Company shall provide to the Trustee a copy of each report the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act no later than the date 15 Business Days after such report is required to be filed with the SEC pursuant to the Exchange Act (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act); *provided*, *however*, that each such report will be deemed to be so provided to the Trustee if the Company files such report with the SEC through the SEC's EDGAR database no later than the time such report is required to be filed with the SEC pursuant to the Exchange Act (taking into account any applicable grace periods provided thereunder). To the extent the TIA then applies to this Indenture, the Company shall comply with TIA § 314(a).

(b) In addition, while the Securities remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which the Company is not subject to Section 13 or 15(d) of the Exchange Act, furnish to holders of the Securities and prospective investors, upon request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(c) Delivery of such reports, information and documents to the Trustee pursuant to this Section 4.03 is for informational purposes only, and the Trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on an Officers' Certificate).

(d) The Trustee shall have no obligation or duty to determine or monitor whether the Company has delivered reports or filed such reports with the Commission in accordance with this Section 4.03.

Section 4.04. *Compliance Certificate*. The Company shall deliver to the Trustee, within one hundred twenty (120) calendar days after the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2022, a certificate from the principal executive, financial or accounting officer of the Company stating that such officer has conducted or supervised a review of the activities of the Company and its performance of obligations under this Indenture and the Securities and that, based upon such review, no Default or Event of Default exists hereunder or thereunder or, if a Default or Event of Default then exists, specifying such event, status and the remedial action proposed to be taken by the Company with respect to such Default or Event of Default.

Section 4.05. *Stay, Extension and Usury Laws.* The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture or the Securities; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.06. *Notice of Default.* Within 30 days of the Company's becoming aware of the occurrence of any Default or Event of Default, the Company shall give written notice to the Trustee of such Default or Event of Default, and any remedial action proposed to be taken.

ARTICLE 5
SUCCESSORS

Section 5.01. *When Company May Merge, Etc.* Subject to Section 5.02, the Company shall not consolidate with, or merge with or into, or sell, transfer, lease, convey or otherwise dispose of all or substantially all of the consolidated property or assets of the Company and its Subsidiaries, taken as a whole, to another Person (other than one or more Subsidiaries of the Company (it being understood that this Article 5 shall not apply to a sale, transfer, lease, conveyance or other disposition of property or assets between or among the Company and its Subsidiaries)), whether in a single transaction or series of related transactions, unless (i)(x) the Company is the continuing Person or (y) such other Person is organized and existing under the laws of the United States of America, any state of the United States of America or the District of Columbia, such other Person assumes by supplemental indenture all of the obligations of the Company under the Securities and this Indenture and following such transaction or series of related transactions the Reference Property does not include interests in an entity that is a partnership for U.S. federal income tax purposes and (ii) immediately after giving effect to such transaction or series of transactions, no Default or Event of Default shall have occurred and be continuing under this Indenture.

For purposes of this Section 5.01, the sale, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of one or more Subsidiaries of the Company to another Person other than the Company or one or more other Subsidiaries of the Company, which properties or assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the consolidated properties or assets of the Company and its Subsidiaries, taken as a whole, shall be deemed to be the sale, transfer, lease, conveyance or other disposition of all or substantially all of the consolidated properties or assets of the Company and its Subsidiaries, taken as a whole, to another Person.

The Company shall deliver to the Trustee substantially concurrently with or prior to the consummation of the proposed transaction an Officers' Certificate and an Opinion of Counsel (which may rely upon such Officers' Certificate as to the absence of Defaults and Events of Default and other statements of fact) stating that the proposed transaction and, if required, such supplemental indenture (if any) will, upon consummation of the proposed transaction, comply with the applicable provisions of this Indenture.

Section 5.02. *Successor Substituted*. In case of any such consolidation, merger or any sale, transfer, lease, conveyance or other disposition of all or substantially all of the consolidated property or assets of the Company and its Subsidiaries, taken as a whole, and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and accrued and unpaid interest on all of the Securities, the due and punctual payment of the Fundamental Change Repurchase Price with respect to all Securities repurchased on each Fundamental Change Repurchase Date, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Securities and the due and punctual performance of all of the covenants and conditions of this Indenture and the Securities to be performed by the Company, such successor Person shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of the Company any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Securities that previously shall have been signed and delivered by the Officers of the Company to the Trustee for authentication, and any Securities that such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof. In the event of any such consolidation, merger or any sale, transfer, conveyance or other disposition (but not in the case of a lease), upon

compliance with this Article 5, the Person named as the "Company" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 5, except in the case of a lease, shall be released from its liabilities as obligor and maker of the Securities and its obligations under this Indenture shall terminate.

In case of any such consolidation, merger or any sale, transfer, lease, conveyance or other disposition, such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01. *Events of Default* . An "**Event of Default**" occurs if:

(a) the Company fails to pay the principal of any Security when due, whether on the Maturity Date, on a Fundamental Change Repurchase Date with respect to a Fundamental Change, upon acceleration or otherwise;

(b) the Company fails to pay an installment of interest on any Security when due, if the failure continues for thirty (30) days after the date when due;

(c) the Company fails to satisfy its Conversion Obligations upon exercise of a Holder's conversion rights pursuant hereto;

(d) the Company fails to (i) comply with its obligations under Article 5 or (ii) issue a Fundamental Change Notice in accordance with Section 3.01(b) and notice of a Make-Whole Fundamental Change in accordance with Section 10.14(e), in each case, when due;

(e) the Company fails to comply with any other term, covenant or agreement set forth in the Securities or this Indenture and such failure continues for the period, and after the notice, specified in the last paragraph of this Section 6.01;

(f) the Company fails to make any payment at maturity, including any applicable grace period, on any indebtedness for borrowed money of the Company or the payment of which is guaranteed by the Company in an aggregate principal amount in excess of $300,000,000 (or its foreign currency equivalent) at any one time and continuance of this failure to pay, or a default occurs that results in the acceleration of maturity of any indebtedness for borrowed money of the Company or the payment of which is guaranteed by the Company in an aggregate principal amount in excess of $300,000,000 (or its foreign currency equivalent), and such failure or default continues for the period, and after the notice, specified in the last paragraph of this Section 6.01; *provided*, *however*, that if the failure or default shall cease or be cured, waived, rescinded or annulled, then the Event of Default shall be deemed cured;

(g) [reserved];

(h) the Company, pursuant to, or within the meaning of, any Bankruptcy Law, insolvency law, or other similar law now or hereafter in effect or otherwise, either:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

(iii) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property, or

(iv) makes a general assignment for the benefit of its creditors; or

(i) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company in an involuntary case or proceeding with respect to the Company, or adjudicates the Company insolvent or bankrupt,

(ii) appoints a Bankruptcy Custodian of the Company for any substantial part of the Company's property, as the case may be, or

(iii) orders the winding up or liquidation of the Company,

and, in the case of each of the foregoing clauses (i), (ii) and (iii) of this Section 6.01(i), the order or decree remains unstayed and in effect for at least sixty (60) consecutive days.

A Default under clause (e) or (f) above shall not be an Event of Default until (A) the Trustee notifies the Company in writing, or the Holders of at least twenty five percent (25%) in aggregate principal amount of the Securities then outstanding notify the Company and the Trustee in writing, of the Default and (B) the Default is not cured within sixty (60) days after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default." If the Holders of at least twenty five percent (25%) in aggregate principal amount of the outstanding Securities request the Trustee to give such notice on their behalf, the Trustee shall, subject to the terms of this Indenture, do so. When a Default is cured, it ceases to exist for all purposes under this Indenture.

Section 6.02. *Acceleration.* (a) Subject to Section 6.02(b), if applicable, if an Event of Default (excluding an Event of Default specified in Section 6.01(h) or Section 6.01(i)) has occurred and is continuing, either the Trustee, by written notice to the Company, or the Holders of at least twenty five percent (25%) in aggregate principal amount of the Securities then outstanding, by written notice to the Company and the Trustee, may declare one hundred percent (100%) of the principal of, and accrued and unpaid interest on, all the Securities to be immediately due and payable in full. Upon such declaration, the principal of, and any accrued and unpaid interest on, all Securities shall be due and payable immediately. If an Event of Default specified in Section 6.01(h) or Section 6.01(i) occurs, one hundred percent (100%) of the principal of, and accrued and unpaid interest on, all the Securities shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Holders of at least a majority in aggregate principal amount of the Securities then outstanding by written notice to the Trustee may rescind or annul an acceleration and its consequences if (i) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction, (ii) all existing Events of Default, except the nonpayment of principal or interest that has become due solely because of the acceleration, have been cured or waived (or are waived concurrently with such rescission or annulment) and (iii) all amounts due to the Trustee under Section 7.06 have been paid. Upon any such rescission or annulment, the Events of Default that were the subject of such acceleration shall cease to exist and deemed to have been cured for every purpose.

(b) Notwithstanding the foregoing, for the first 180 days immediately following an Event of Default relating to failure to comply with Section 4.03(a) or for any failure to comply with the requirements of Section 314(a)(1) of the TIA (at any time such section is applicable to the Indenture, if any) (which will be the 61st day after written notice is provided to the Company of the Default pursuant to the last paragraph of Section 6.01, unless such failure is cured or waived prior to such 61st day), the sole remedy for any such Event of Default shall, at the Company's election, be the accrual of Additional Interest on the Securities at a rate per year equal to (i) 0.25% of the outstanding principal amount of Securities for the first 90 days following the occurrence of such Event of Default and (ii) 0.50% of the outstanding principal amount of Securities for the next 90 days after the first 90 days following the occurrence of such Event of Default, in each case, payable in the same manner and at the same time as the stated interest payable on the Securities. Such Additional Interest shall accrue on all outstanding Securities from, and including, the date on which such Event of Default first occurs to, and including, the 180th day thereafter (or such earlier date on which such Event of Default shall have been cured or waived). On and after the 181st day immediately following an Event of Default relating to a failure to comply

with Section 4.03(a), if the Company elected to pay Additional Interest pursuant to this Section 6.02(b), such Additional Interest will cease to accrue and, if such Event of Default has not been cured or waived prior to such 181st day, the payment of the principal of the Securities may be accelerated by the Holders or the Trustee as provided above.

In order to elect to pay Additional Interest as sole remedy during the first 180 days after the occurrence of any Event of Default relating to the failure to comply with the obligations under Section 4.03(a) or for any failure to comply with the requirements of Section 314(a)(1) of the TIA (at any time such section is applicable to this Indenture, if any), the Company shall notify all Holders and the Trustee and the Paying Agent of such election in writing prior to the Close of Business on the date that is one Business Day following the date on which such Event of Default occurs. If the Company fails to give timely notice of such election, the Securities will be immediately subject to Section 6.02(a).

In the event the Company does not elect to pay Additional Interest upon such Event of Default in accordance with this Section 6.02(b), the Securities will be subject to Section 6.02(a). This Section 6.02(b) does not affect the rights of Holders if any other Event of Default occurs under this Indenture.

Additional Interest shall be payable at the same time, in the same manner and to the same Persons as ordinary interest.

(c) If the Company is required to pay Additional Interest to Holders, the Company shall provide a direction or order in the form of a written notice to the Trustee (and if the Trustee is not the Paying Agent, to the Paying Agent) of the Company's obligation to pay such Additional Interest no later than three Business Days prior to the date on which any such Additional Interest is scheduled to be paid. Such notice shall set forth the amount of Additional Interest to be paid by the Company on such payment date and direct the Trustee (or, if the Trustee is not the Paying Agent, to the Paying Agent) to make payment to the extent it receives funds from the Company to do so. The Trustee shall not at any time be under any duty or responsibility to any Holder to determine whether the Additional Interest is payable, or with respect to the nature, extent or calculation of the amount of the Additional Interest owed, or with respect to the method employed in such calculation of the Additional Interest.

Section 6.03. *Other Remedies*. Notwithstanding any other provision of this Indenture, if an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of amounts due with respect to the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders of the Securities, and it shall not be necessary to make any Holders of the Securities parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of any waiver pursuant hereto or any rescission and annulment pursuant hereto or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Holders and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Holders and the Trustee shall continue as though no such proceeding had been instituted.

Section 6.04. *Waiver of Past Defaults.* Subject to Section 6.07 and Section 9.02, the Holders of at least a majority in aggregate principal amount of the Securities then outstanding may on behalf of all Holders of Securities, by written notice to the Trustee, waive any past Default or Event of Default and its consequences, other than a Default or Event of Default (a) in the payment of the principal of, or interest on, any Security, or in the payment of the Fundamental Change Repurchase Price, as the case may be, (b) arising from a failure by the Company to convert any Securities in accordance with this Indenture or (c) in respect of any provision of this Indenture or the Securities which, under Section 9.02, cannot be modified or amended without the consent of the Holder of each outstanding Security affected, if:

(i) all existing Defaults or Events of Default, other than the nonpayment of the principal of and interest on the Securities that have become due solely by the declaration of acceleration, have been cured or waived; and

(ii) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

When a Default or an Event of Default is waived, it is cured and ceases to exist for all purposes under this Indenture, but no such waiver will extend to any subsequent or other Default or Event of Default or impair any rights of Holders or the Trustee related thereto.

Section 6.05. *Control by Majority.* The Holders of at least a majority in aggregate principal amount of the Securities then outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it with respect to the Securities. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, is unduly prejudicial to the rights of other Holders or would involve the Trustee in personal liability (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such directions are unduly prejudicial to such Holder). The Trustee shall have no obligation to act unless the Trustee is offered indemnity satisfactory to it; *provided* that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction.

Section 6.06. *Limitation on Suits.* Except with respect to any proceeding instituted in accordance with Section 6.07, a Holder shall not have any right to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver or a trustee, or for any other remedy under this Indenture unless:

(a) such Holder previously shall have given the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least twenty five percent (25%) in aggregate principal amount of the Securities then outstanding shall have made a written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder;

(c) such Holder or Holders shall have offered and if requested, provided to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense to or of the Trustee in connection with pursuing such remedy; and

(d) the Trustee shall have failed to comply with the request for sixty (60) days after receipt of such notice, request and offer of indemnity, and during such sixty (60) day period, the Holders of at least a majority in aggregate principal amount of the Securities then outstanding have not given the Trustee a direction that is inconsistent with the request.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders). A Holder shall have the right to not enforce any right under this Indenture except in the manner herein.

Section 6.07. *Rights of Holders to Receive Payment and to Convert Securities* Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of all amounts (including any principal, interest or the Fundamental Change Repurchase Price) due with respect to the Securities, on or after the respective due dates as provided herein, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder.

In addition, notwithstanding any other provision of this Indenture, the right of any Holder to receive consideration due upon conversion of the Securities in accordance with Article 10, or to bring suit for the enforcement of such right, shall not be impaired or affected without the consent of the Holder.

Section 6.08. *Collection Suit by Trustee.* If an Event of Default specified in Section 6.01(a) or Section 6.01(b) has occurred and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount due with respect to the Securities, including any unpaid and accrued interest.

Section 6.09. *Trustee May File Proofs of Claim.* The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee, any predecessor Trustee and the Holders allowed in any judicial proceedings relative to the Company or its creditors or properties.

The Trustee may collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same, and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.06.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. *Priorities*. If the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money in the following order:

First:	to the Trustee (in any capacity under this Indenture) for amounts due under Section 7.06;
Second:	to Holders for all amounts due and unpaid on the Securities, without preference or priority of any kind, according to the amounts due and payable on the Securities; and
Third:	the balance, if any, to the Company.

The Trustee, upon prior written notice to the Company, may fix a record date and payment date for any payment by it to Holders pursuant to this Section 6.10. At least fifteen (15) days before each such record date, the Trustee shall send to each Holder and the Company a written notice that states such record date and payment date and the amount of such payment.

Section 6.11. *Undertaking for Costs*. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit other than the Trustee of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by a Holder or group of Holders of more than ten percent (10%) in aggregate principal amount of the outstanding Securities.

ARTICLE 7
TRUSTEE

Section 7.01. *Duties of Trustee.* (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(ii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to the provisions of this Section 7.01.

(e) The Trustee shall not be liable for interest on or the investment of any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. If any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred, unless a Responsible Officer of the Trustee had actual knowledge of such event.

(g) The Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any co-Registrar with respect to the Securities.

Section 7.02. *Rights of Trustee.* (a) The Trustee may conclusively rely on any document believed by it in good faith to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document; if, however, the Trustee shall determine to make such further inquiry or investigation, it shall be entitled during normal business hours to examine the relevant books, records and premises of the Company, personally or by agent or attorney upon reasonable prior notice, at the sole cost of the Company, and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate and/or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) Any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Order, and any resolution of the Board of Directors shall be sufficiently evidenced by a Board Resolution.

(d) The Trustee may consult with counsel of its own selection, and the advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(e) The Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(f) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its discretion, rights or powers conferred upon it by this Indenture; *provided* that the Trustee's action does not constitute willful misconduct or negligence.

(g) Except with respect to Section 4.01, where it acts as Paying Agent, the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article 4. In addition, the Trustee shall not be deemed to have knowledge of an Event of Default except (i) any Default or Event of Default occurring pursuant to Section 6.01(a) or (b) for which it acts as Paying Agent or (ii) any Default or Event of Default of which a Responsible Officer of the Trustee who shall have direct responsibility for the administration of this Indenture shall have received written notification or obtained actual knowledge. Delivery of reports, information and documents to the Trustee under Article 4 (other than Section 4.04 and 4.06) is for informational purposes only and the Trustee's receipt of the foregoing shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely on Officers' Certificates).

(h) The Trustee shall be under no obligation to exercise any of the rights or powers vested by this Indenture at the request or demand of any of the Holders pursuant to this Indenture unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or demand.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each Securities Agent, agent, custodian and other Person employed to act hereunder.

(j) The Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of Officers authorized at such time to take specified actions pursuant to this Indenture, which certificate may be signed by any Person authorized to sign an Officers' Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(k) Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee or any Securities Agent be liable under or in connection with this Indenture and the Securities for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee or such Securities Agent has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

(l) No bond or surety shall be required of the Trustee with respect to performance of the Trustee's duties and powers hereunder.

(m) Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by this Indenture or the Securities.

(n) Any discretion, permissive right, or privilege of the Trustee hereunder shall not be deemed to be or otherwise construed as a duty or obligation of the Trustee hereunder.

Section 7.03. *Individual Rights of Trustee.* The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or any of its Affiliates with the same rights the Trustee would have if it were not Trustee. Any Securities Agent may do the same with like rights. The Trustee, however, must comply with Section 7.09.

Section 7.04. *Trustee's Disclaimer*. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities; the Trustee shall not be accountable for the Company's use of the proceeds from the Securities; and the Trustee shall not be responsible for any statement in the Securities other than its certificate of authentication.

Section 7.05. *Notice of Defaults.* If a Default or Event of Default occurs and is continuing as to which the Trustee is deemed to have knowledge in accordance with Section 7.02(g), then the Trustee shall send to each Holder a notice of the Default or Event of Default within thirty (30) days after receipt of such notice or after acquiring such knowledge, as applicable, unless such Default or Event of Default has been cured or waived; *provided*, *however*, that, except in the case of a Default or Event of Default in payment or delivery of any amounts due (including principal, interest, the Fundamental Change Repurchase Price, or the consideration due upon conversion) with respect to any Security, the Trustee may withhold such notice if, and so long as it in good faith determines that, withholding such notice is in the best interests of Holders.

Section 7.06. *Compensation and Indemnity*. The Company shall pay to the Trustee from time to time such compensation for its services hereunder as shall be mutually agreed upon in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it pursuant to, and in accordance with, any provision hereof, except for any such expenses as shall have been caused by the Trustee's own negligence or willful misconduct, as determined by a final non-appealable order of a court of competent jurisdiction. Such expenses shall include the reasonable compensation andout-of-pocket expenses of the Trustee's agents and counsel. The Trustee shall provide the Company with reasonable notice of any expense not in the ordinary course of business.

The Company shall indemnify each of the Trustee, each predecessor Trustee and their respective officers, directors, employees and agents for, and hold each of them harmless against, any and all loss, liability, damage, claim, cost or expense (including the reasonable fees and expenses of counsel and taxes other than those based upon the income of the Trustee) incurred by it in connection with the acceptance or administration of this trust, the performance of its duties and/or the exercise of its rights hereunder, or in connection with enforcing the provisions of this Section 7.06, including the reasonable costs and expenses of defending itself against any claim (whether asserted by the Company, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers and duties hereunder. The Company need not pay for any settlement made without its consent. The Trustee shall notify the Company promptly of any claim for which it may seek indemnification; *provided* that failure to give such notice shall not relieve the Company of its obligations under this Section 7.06. The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through the Trustee's own negligence or willful misconduct.

To secure the Company's payment obligations in this Section 7.06, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay amounts due on particular Securities.

The indemnity obligations of the Company with respect to the Trustee provided for in this Section 7.06 shall survive any resignation or removal of the Trustee and any termination of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(h) or Section 6.01(i) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.07. *Replacement of Trustee.* A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.07. For the avoidance of doubt, the Trustee shall continue its role until the appointment of a successor Trustee is effective.

The Trustee may resign by so notifying the Company in writing thirty (30) days prior to such resignation. The Holders of at least a majority in aggregate principal amount of the Securities then outstanding may remove the Trustee by so notifying the Trustee and the Company in writing and may appoint a successor Trustee with the Company's consent. The Company may remove the Trustee if:

(a) the Trustee fails to comply with Section 7.09;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or other public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed for any reason, the Company shall promptly appoint a successor Trustee so that no vacancy exists in the role of Trustee.

If a successor Trustee does not take office within thirty (30) days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Company's expense), the Company or the Holders of at least ten percent (10%) in aggregate principal amount of the outstanding Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.09, the Company or any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06.

Section 7.08. *Successor Trustee by Merger, Etc.* Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible under this Article 6, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 7.09. *Eligibility; Disqualification.* There shall at all times be a Trustee hereunder that (a) is an entity organized and doing business under the laws of the United States of America or of any state thereof or the District of Columbia, (b) is subject to supervision or examination by federal or state authorities and (c) has a combined capital and surplus of at least $50.0 million as set forth in its most recent published annual report of condition.

Section 7.10. *Preferential Collection of Claims Against Company*. To the extent the TIA then applies to the Indenture, the Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). To the extent the TIA then applies to the Indenture, a Trustee who has resigned or been removed shall be subject to § 311(a) to the extent indicated.

Section 7.11. *Reports by Trustee to Holders*. Within one hundred and twenty (120) days after each May 15, beginning with May 15, 2023, the Trustee shall send to all Holders of the Securities, as their names and addresses appear on the register kept by the Registrar, a brief report in accordance with, and to the extent required under, TIA § 313(a) (but if no event described in TIA § 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also will comply with TIA § 313(b)(2). The Trustee will also send all reports as required by TIA § 313(c). A copy of each report at the time of its delivery to the Holders of Securities shall be delivered to the Company and each stock exchange on which the Securities are listed in accordance with TIA § 313(d). The Company shall promptly notify the Trustee in writing when the Securities are listed on any stock exchange or any delisting thereof.

ARTICLE 8
DISCHARGE OF INDENTURE

Section 8.01. *Termination of the Obligations of the Company.* This Indenture shall cease to be of further effect, and the Trustee shall execute instruments acknowledging satisfaction and discharge of this Indenture, if (a) either (i) all outstanding Securities (other than Securities replaced pursuant to Section 2.07) have been delivered to the Trustee for cancellation or (ii) all outstanding Securities have become due and payable at their scheduled maturity, upon conversion, or Repurchase Upon Fundamental Change and in either case the Company irrevocably deposits, prior to the applicable due date, with the Trustee or the Paying Agent (if the Paying Agent is not the Company or any of its Affiliates) cash (or, in the case of conversion, delivers to the Holders in accordance with Article 10 cash or a combination of cash and Common Stock (and cash in lieu of any fractional shares), as applicable, solely to satisfy the Company's Conversion Obligation) sufficient to satisfy all obligations due and owing on all outstanding Securities (other than Securities replaced pursuant to Section 2.07) on the Maturity Date, the relevant settlement date of any conversion, or the Fundamental Change Repurchase Date, as the case may be; (b) the Company pays to the Trustee all other sums payable hereunder by the Company; and (c) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for herein relating to the satisfaction and discharge of this Indenture have been complied with; *provided*, *however*, that Section 2.03, Section 2.04, Section 2.05, Section 2.08, Section 7.06, Section 7.07, Section 7.08, Section 7.09, Section 13.09 and Section 13.14, and this Article 8 shall survive any discharge of this Indenture until such time as all payments in respect of the Securities have been paid in full and there are no Securities outstanding; *provided further*, *however*, that Section 7.06 shall also survive after the Securities are paid in full and there are no Securities outstanding.

Section 8.02. *Application of Trust Money.* The Trustee shall hold in trust all money deposited with it pursuant to Section 8.01 and shall apply such deposited money through the Paying Agent and in accordance with this Indenture to the payment of amounts due on the Securities.

Section 8.03. *Repayment to Company*. Subject to applicable escheatment laws, the Trustee and the Paying Agent shall promptly notify the Company of, and pay to the Company upon the written request of the Company, any excess money or property held by them at any time. The Trustee or the Paying Agent, as the case may be, shall provide written notice to the Company of any money or property that has been held by it and has, for a period of two (2) years, remained unclaimed for the payment of the principal of, or any accrued and unpaid interest on, the Securities. Subject to the requirements of applicable law, the Trustee and the Paying Agent shall pay to the Company upon the written request of the Company any money held by them for the payment of the principal of, or any accrued and unpaid interest on, the Securities that remains unclaimed for two (2) years. After payment to the

Company, Holders entitled to the money must look to the Company for payment as general creditors, subject to applicable law, and all liability of the Trustee and the Paying Agent with respect to such money and payment shall, subject to applicable law, cease.

Section 8.04. *Reinstatement*. If any money, Common Stock or other consideration cannot be applied in accordance with Section 8.01 and Section 8.02 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Company under this Indenture and the Securities shall be revived and reinstated as though no deposit or delivery had occurred pursuant to Section 8.01 and Section 8.02 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.01 and Section 8.02; *provided*, *however*, that if the Company has made any payment of amounts due with respect to any Securities because of the reinstatement of its obligations, then the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money, Common Stock or other consideration held by the Trustee or Paying Agent.

ARTICLE 9
AMENDMENTS

Section 9.01. *Without Consent of Holders*. The Company may amend or supplement this Indenture or the Securities without notice to or the consent of any Holder:

(a) to comply with Article 5 or Section 10.11;

(b) to secure the obligations of the Company in respect of the Securities or add guarantees with respect to the Securities;

(c) to evidence and provide for the appointment of a successor Trustee in accordance with Section 7.07;

(d) to comply with the provisions of any securities depository, including the Depository, clearing agency, clearing corporation or clearing system, or the requirements of the Trustee or the Registrar, relating to transfers and exchanges of any applicable Securities pursuant to this Indenture;

(e) to add to the covenants or Events of Default of the Company described in this Indenture for the benefit of Holders or to surrender any right or power conferred upon the Company;

(f) to make provision with respect to adjustments to the Conversion Rate as required by this Indenture or to increase the Conversion Rate in accordance with this Indenture;

(g) to make any change that does not adversely affect the rights of any Holder;

(h) to permit the conversion of the Securities into Reference Property in accordance with Section 10.11; or

(i) to comply with the requirements of the SEC in order to effect or maintain the qualification of this Indenture and any supplemental indenture under the TIA.

In addition, the Company and the Trustee may enter into a supplemental indenture without the consent of Holders of the Securities to cure any ambiguity, defect, omission or inconsistency in this Indenture in a manner that does not materially adversely affect the rights of any Holder (as determined in good faith by the Company).

Any supplemental indenture authorized by the provisions of this Section 9.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Securities at the time outstanding, notwithstanding any of the provisions of Section 9.02.

Section 9.02. *With Consent of Holders*. Subject to the immediately succeeding paragraph, the Company may amend or supplement this Indenture or the Securities with the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities (including, without limitation, consents obtained from Holders in connection with a purchase of, or tender or exchange offer for, Securities). Subject to Section 6.04, Section 6.07, the immediately succeeding paragraph, the Holders of at least a majority in aggregate principal amount of the outstanding Securities may, by written notice to the Trustee, waive by consent (including, without limitation, consents obtained from Holders in connection with a purchase of, or tender or exchange offer for, Securities) compliance by the Company with any provision of this Indenture or the Securities without notice to any other Holder. Notwithstanding the foregoing or anything herein to the contrary, without the consent of the Holder of each outstanding Security affected, an amendment, supplement or waiver, including a waiver pursuant to Section 6.04, may not:

(a) change the stated maturity of the principal of, or the payment date of any installment of interest on, any Security;

(b) reduce the principal amount of any Security, or any interest on, any Security;

(c) change the place or currency of payment of principal of, or any interest on, any Security;

(d) change the ranking of the Securities;

(e) impair the right of any Holder to receive any payment on, or with respect to, or any delivery or payment due upon the conversion of, any Security or impair the right to institute suit for the enforcement of any delivery or payment on, or with respect to, or due upon the conversion of, any Security;

(f) reduce the Fundamental Change Repurchase Price of any Securities or modify, in a manner adverse to Holders, the obligation of the Company pursuant to Section 3.01 to repurchase Securities upon the occurrence of a Fundamental Change;

(g) reduce the Conversion Rate other than as provided under this Indenture or adversely affect the right of Holders to convert Securities in accordance with Article 10;

(h) reduce the percentage in aggregate principal amount of outstanding Securities whose Holders must consent to a modification to or amendment of any provision of this Indenture or the Securities; or

(i) modify the provisions of this Article 9 that require each Holder's consent or the waiver provisions of Section 6.04 with respect to modification and waiver (including waiver of a Default or an Event of Default), except to increase the percentage required for modification or waiver or to provide for the consent of each affected Holder.

Notwithstanding the foregoing or anything to the contrary, so long as any SL Securities are outstanding, without the consent of the Holders of one hundred percent (100%) of the aggregate principal amount of the SL Securities, an amendment, supplement or waiver, including a waiver pursuant to Section 6.04, may not modify any provision contained in this Indenture specifically and uniquely applicable to the SL Securities in a manner adverse to the Holders of, or the holders of a beneficial interest in, the SL Securities.

Promptly after an amendment, supplement or waiver under Section 9.01 or this Section 9.02 becomes effective, the Company shall send, or cause to be sent, to Holders (with a copy to the Trustee) a notice briefly describing such amendment, supplement or waiver. Any failure of the Company to send such notice shall not in any way impair or affect the validity of such amendment, supplement or waiver.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

Section 9.03. *Revocation and Effect of Consents.* Until an amendment, supplement or waiver becomes effective (or until such earlier date as specified by the Company in connection with the solicitation of such consent), a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to its Security or portion of a Security if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective (or such earlier date specified by the Company in connection with the solicitation of such consent).

After an amendment, supplement or waiver becomes effective with respect to the Securities, it shall bind every Holder unless such amendment, supplement or waiver makes a change that requires, pursuant to Section 9.02, the consent of each Holder affected. In that case, the amendment, supplement or waiver shall bind each Holder of a Security who has consented to it and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security. Any amendment to this Indenture or the Securities shall be set forth in a supplemental indenture to this Indenture that complies with the TIA as then in effect, if the TIA is applicable to this Indenture.

Nothing in this Section 9.03 shall impair the Company's rights pursuant to Section 9.01 to amend this Indenture or the Securities without the consent of any Holder in the manner set forth in, and permitted by, such Section 9.01.

Section 9.04. *Notation on or Exchange of Securities.* If an amendment, supplement or waiver changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security as directed and prepared by the Company about the changed terms and return it to the Holder. Alternatively, if the Company so determines, the Company in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms.

Section 9.05. *Trustee Protected*. The Trustee shall sign any amendment, supplemental indenture or waiver authorized pursuant to this Article 9; *provided*, *however*, that the Trustee need not sign any amendment, supplement or waiver authorized pursuant to this Article 9 that adversely affects the Trustee's rights, duties, liabilities or immunities. The Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel as to legal matters and an Officers' Certificate as to factual matters that any supplemental indenture, amendment or waiver is permitted or authorized pursuant to this Indenture.

Section 9.06. *Effect of Supplemental Indentures*. Upon the due execution and delivery of any supplemental indenture in accordance with this Article 9, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes, and, except as set forth in Section 9.02 and Section 9.03, every Holder of Securities shall be bound thereby.

ARTICLE 10
CONVERSION

Section 10.01. *Conversion Privilege*. (a) Subject to the limitations of this Section 10.01, Section 10.02, Section 10.11 and the settlement provisions of Section 10.14(c), and upon compliance with the provisions of this Article 10, each Holder of a Security shall have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is an Authorized Denomination) of such Security at any time prior to the Close of Business on the Scheduled Trading Day immediately preceding the Maturity Date, in each case, at the then applicable Conversion Rate per $1,000 principal amount of Securities (subject to the settlement provisions of Section 10.02, the "**Conversion Obligation**").

(b) To convert its Security, a Holder of a Physical Security must (i) complete and manually sign the Conversion Notice, or a facsimile thereof, with appropriate notarization or signature guarantee, and deliver the

completed Conversion Notice or a facsimile thereof to the Conversion Agent, (ii) surrender the Security to the Conversion Agent, (iii) furnish appropriate endorsements and transfer documents if required by the Registrar or Conversion Agent, (iv) pay all transfer or similar taxes if required pursuant to Section 10.04 and (v) pay funds equal to interest payable on the next Interest Payment Date if so required by Section 10.02(d). If a Holder holds a beneficial interest in a Global Security, to convert such Security, the Holder must comply with clauses (iv) and (v) above and the Depository's procedures for converting a beneficial interest in a Global Security.

(c) A Holder may convert a portion of the principal amount of a Security if such portion is an Authorized Denomination. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of a portion of such Security.

Section 10.02. *Conversion Procedure and Payment Upon Conversion.*

(a) Subject to this Section 10.02 and Section 10.11 and the settlement provisions of Section 10.14(c), upon conversion of any Security, the Company shall pay or deliver, as the case may be, to the converting Holder, in respect of each $1,000 principal amount of Securities being converted, the applicable Settlement Amount.

(i) Not later than the close of business on the Business Day immediately following the relevant Conversion Date, the Company may specify the portion of the Daily Share Amount that will be settled in cash (any such portion of the Daily Share Amount to be settled in cash, the "**Cash Percentage**") by written notice (a "**Cash Percentage Notice**") to each converting Holder, the Trustee, the Conversion Agent (if other than the Trustee); *provided, however* that the Company shall deliver a Cash Percentage Notice no later than the close of business on the Business Day immediately preceding [●], 2029[3] to all Holders, the Trustee and the Conversion Agent (if other than the Trustee) with respect to all conversions occurring on or after [●], 2029[4].

(ii) If the Company timely elects to specify a Cash Percentage, the amount of cash that the Company will deliver in lieu of all or applicable portion of the shares of Common Stock comprising the Daily Share Amount for any Trading Day in the applicable Observation Period will equal the Daily Net Cash Portion. The number of shares of Common Stock, if any, that the Company shall deliver in respect of each Trading Day in the applicable Observation Period will be a percentage of the Daily Share Amount equal to 100% minus the Cash Percentage.

(iii) If the Company does not timely specify a Cash Percentage for a Conversion Date, the Company shall no longer have the right to specify a Cash Percentage with respect to the applicable conversion and shall be required to settle 100% of the Daily Share Amount for each Trading Day of the applicable Observation Period with shares of Common Stock, if any; *provided* that the Company shall pay cash in lieu of fractional shares otherwise issuable upon conversion of Securities in accordance with Section 10.03.

(iv) [reserved]

(v) The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period. Promptly after such determination of the Daily Settlement Amounts and the amount of cash payable in lieu of delivering any fractional shares of Common Stock, and in any event within one (1) Business Day following the last day of the Observation Period, the Company shall notify the Trustee and the Conversion Agent (if other than the Trustee) of the Daily Settlement Amounts and the amount of cash payable in lieu of delivering fractional shares of Common Stock. The Trustee and the Conversion Agent (if other than the Trustee) shall have no responsibility for any such determination.

(b) Each conversion shall be deemed to have been effected as to any Securities surrendered for conversion at the Close of Business on the applicable Conversion Date; *provided*, *however*, that the Person in whose name any shares of the Common Stock shall be issuable upon such conversion shall become the holder of record of such shares as of the last Trading Day of the relevant Observation Period. Prior to such time, a Holder receiving

[3] NTD: To be three months prior to the maturity date.
[4] NTD: To be three months prior to the maturity date.

Common Stock upon conversion shall not be entitled to any rights relating to such Common Stock, including, among other things, the right to vote and receive dividends and notices of shareholder meetings. The Company will determine the Conversion Date and the last Trading Day of the relevant Observation Period, as applicable, in accordance with the requirements set forth herein and notify the Trustee and the Holders of the same.

(c) Except as set forth in Section 10.14(c) and Section 10.11, in the case of any conversion of Securities, the Company shall pay or deliver, as the case may be, the consideration due in respect of the Conversion Obligation on the second Business Day immediately following the last Trading Day of the relevant Observation Period. If any shares of Common Stock are due to converting Holders, the Company shall issue or cause to be issued, and deliver or cause to be delivered to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depository for the full number of shares of Common Stock to which such Holder shall be entitled in satisfaction of the Company's Conversion Obligation.

(d) Accrued and unpaid interest, if any, to, but excluding, the relevant settlement date of any conversion shall be paid in cash to the applicable Holders upon conversion, together with the Conversion Obligation; *provided, however*, that if any Holder surrenders a Security for conversion after the Close of Business on the Record Date for the payment of an installment of interest but prior to the Open of Business on the next Interest Payment Date, then, notwithstanding such conversion, the full amount of interest payable with respect to such Security on such Interest Payment Date shall be paid on such Interest Payment Date to the Holder of record of such Security at the Close of Business on such Record Date.

(e) If a Holder converts more than one Security at the same time, the Conversion Obligation with respect to such Securities shall be based on the total principal amount of all Securities (or specified portions thereof to the extent permitted hereby) so converted.

(f) Upon surrender of a Security that is converted in part, the Company shall issue and the Trustee shall authenticate for the Holder a new Security equal in principal amount to the unconverted portion of the Security surrendered.

Section 10.03. *Cash in Lieu of Fractional Shares.* The Company shall not issue fractional shares of Common Stock upon the conversion of a Security. Instead, the Company shall pay to converting Holders cash in lieu of fractional shares based on the Daily VWAP for the last Trading Day of the relevant Observation Period. If more than one Security shall be surrendered for conversion at one time by the same Holder, if the Cash Percentage, if any, is less than 100.0%, the number of full shares of Common Stock that shall be issuable upon conversion thereof shall be computed on the basis of the aggregate Daily Settlement Amounts for the relevant Observation Period, and any fractional shares remaining after such computation shall be paid in cash.

Section 10.04. *Taxes on Conversion.* If a Holder converts its Security, the Company shall pay any documentary, stamp or similar issue or transfer tax or duty due on the issue, if any, of Common Stock upon the conversion. However, the Holder shall pay such tax which is due because the Holder requests the shares of Common Stock to be issued in a name other than the Holder's name. The Company may refuse to deliver the certificate(s) representing the Common Stock being issued or delivered to the Holder or in a name other than such Holder's name until the Conversion Agent receives a sum sufficient to pay any tax or duty which will be due because shares of Common Stock are to be issued or delivered in a name other than such Holder's name.

Section 10.05. *Company to Provide Common Stock.* The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued stock, for the purpose of effecting the conversion of the Securities, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient for the conversion of all outstanding Securities into shares of Common Stock at any time (assuming, for such purposes, delivery of the maximum number of Make-Whole Applicable Increase pursuant to Section 10.14 and assuming that at the time of computation of such number of shares, all such Securities would be converted by a single Holder and that the applicable Cash Percentage is zero). The Company shall, from time

to time and in accordance with Georgia law, cause the authorized number of shares of Common Stock to be increased if the aggregate of the number of authorized shares of Common Stock remaining unissued shall not be sufficient for the conversion of all outstanding (and issuable as set forth above) Securities into shares of Common Stock at any time.

All Common Stock issued upon conversion of the Securities shall be validly issued, fully paid andnon-assessable and shall be free of preemptive or similar rights and free of any lien or adverse claim that arises from the action or inaction of the Company.

The Company shall comply with all securities laws regulating the offer and delivery of any Common Stock upon conversion of Securities and shall list such shares on each national securities exchange or automated quotation system on which the Common Stock is listed on the applicable Conversion Date.

Section 10.06. *Adjustment of Conversion Rate.* The Conversion Rate shall be subject to adjustment from time to time, without duplication, upon the occurrence of any of the following events on or after the date of this Indenture:

(a) In case the Company shall pay or make a dividend or other distribution on its Common Stock consisting exclusively of Common Stock, the Conversion Rate shall be increased by multiplying such Conversion Rate by a fraction of which the denominator shall be the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex Date for such dividend or distribution, and the numerator shall be the number of shares of Common Stock outstanding immediately after such dividend or distribution, in the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex Date of such dividend or distribution;
CR'	=	the Conversion Rate in effect immediately after the Open of Business on the Ex Date for such dividend or distribution;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex Date for such dividend or distribution; and
OS'	=	the number of shares of Common Stock outstanding immediately after giving effect to such dividend or distribution.

In case the Company shall effect a share split or share combination, the Conversion Rate shall be proportionally increased, in the case of a share split, and proportionally reduced, in the case of a share combination, as expressed in the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where,

CR_0	=	the Conversion Rate in effect immediately prior to the Open of Business on the effective date of such share split or share combination;
CR'	=	the Conversion Rate in effect immediately after the Open of Business on the effective date of such share split or share combination;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the effective date of such share split or share combination; and

OS' = the number of shares of Common Stock outstanding immediately after giving effect to such share split or share combination.

Any adjustment made under this Section 10.06(a) shall become effective immediately after the Open of Business on the Ex Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such share split or share combination, as the case may be. If any dividend or distribution of the type described in this Section 10.06(a) is declared but not so paid or made, or any share split or share combination of the type described in this Section 10.06(a) is announced but the shares of Common Stock are not split or combined, as the case may be, then the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or not to split or combine the shares of Common Stock, as the case may be, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared or such share split or combination had not been announced.

(b) If the Company distributes to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period expiring not more than forty-five (45) days immediately following the date of such distribution, to purchase or subscribe for Common Stock, at a price per share less than the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period ending on the Trading Day immediately preceding the date of announcement for such distribution, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the Open of Business on the Ex Date for such distribution;

CR' = the Conversion Rate in effect immediately after the Open of Business on such Ex Date;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on such Ex Date;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, divided by the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such distribution.

Any increase made under this Section 10.06(b) shall be made successively whenever any such rights, options or warrants are distributed and shall become effective immediately after the Open of Business on the Ex Date for such distribution. To the extent that Common Stock is not delivered after expiration of such rights, options or warrants, the Conversion Rate shall be readjusted, effective as of the date of such expiration, to the Conversion Rate that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so distributed, the Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to make such distribution, to the Conversion Rate that would then be in effect if such Ex Date for such distribution had not occurred.

In determining whether any rights, options or warrants entitle the holders to subscribe for or purchase Common Stock at less than such average of the Closing Sale Prices for the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such

distribution, and in determining the aggregate offering price of such Common Stock, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors. Except in the case of a readjustment of the Conversion Rate pursuant to the immediately preceding paragraph, the Conversion Rate shall not be decreased pursuant to this Section 10.06(b).

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness or other of its assets, securities or property or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of Common Stock, but excluding (i) dividends or distributions as to which an adjustment was effected pursuant to Section 10.06(a) or Section 10.06(b), (ii) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 10.06(d) or that is excluded from the scope of Section 10.06(d) by the parenthetical language preceding the formula therein, (iii) distributions of Reference Property in a transaction described in Section 10.11, (iv) rights issued pursuant to a rights plan of the Company (i.e., a poison pill), except to the extent provided by Section 10.13, and (v) Spin-Offs to which the provisions set forth in the latter portion of this Section 10.06(c) shall apply (any of such shares of Capital Stock, indebtedness or other assets, securities or property or rights, options or warrants to acquire its Capital Stock or other securities, the "**Distributed Property**"), then, in each such case the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the Open of Business on the Ex Date for such distribution;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex Date for such distribution;

SP_0 = the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex Date for such distribution; and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property distributable with respect to each outstanding share of Common Stock as of the Open of Business on the Ex Date for such distribution.

If the Board of Directors determines "FMV" for purposes of this Section 10.06(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex Date for such distribution.

Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than the "SP_0" (as defined above), in lieu of the foregoing increase, provision shall be made for each Holder of a Security to receive (without having to convert its Securities), for each $1,000 principal amount of Securities it holds, at the same time and upon the same terms as the holders of the Common Stock, the amount and kind of Distributed Property that such Holder would have received if such Holder had owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex Date for such distribution.

Any increase made under the portion of this Section 10.06(c) above shall become effective immediately after the Open of Business on the Ex Date for such distribution. If such distribution is not so paid or made, the

Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to make such distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

With respect to an adjustment pursuant to this Section 10.06(c) where there has been a payment of a dividend or other distribution on the Common Stock of Capital Stock of any class or series, or similar equity interests, of or relating to a Subsidiary or other business unit of the Company, where such Capital Stock or similar equity interest is listed or quoted (or will be listed or quoted upon consummation of the transaction) on a U.S. national securities exchange (a "**Spin-Off**"), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the Open of Business on the Ex Date for theSpin-Off;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex Date for theSpin-Off;

FMV_0 = the average of the Closing Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of Common Stock over the ten (10) consecutive Trading Days immediately following, and including, the Ex Date for a Spin-Off (the "**Valuation Period**"); and

MP_0 = the average of the Closing Sale Prices of the Common Stock over the Valuation Period.

The increase to the Conversion Rate under the preceding paragraph shall be determined on the last Trading Day of the Valuation Period, but will be given effect immediately after the Open of Business on the Ex Date for such Spin-Off. In respect of any conversion of Securities during the Valuation Period, references in the portion of this Section 10.06(c) related to Spin-Offs with respect to 10 Trading Days shall be deemed to be replaced with such lesser number of Trading Days as have elapsed between the Ex Date of such Spin-Off and the Conversion Date in determining the Conversion Rate. If the period from and including the Ex Date for the Spin-Off to and including the last Trading Day of the Observation Period in respect of any conversion of Securities is less than 10 Trading Days, references in the portion of this Section 10.06(c) related to Spin-Offs with respect to 10 Trading Days shall be deemed to be replaced, solely in respect of that conversion of Securities, with such lesser number of Trading Days as have elapsed from, and including, the Ex Date for the Spin-Off to, and including, the last Trading Day of such Observation Period.

Subject in all respects to Section 10.13, rights, options or warrants distributed by the Company to all holders of its Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 10.06(c) (and no adjustment to the Conversion Rate under this Section 10.06(c), will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 10.06(c), as the case may be. If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights,

options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex Date with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 10.06(c), as the case may be, was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued.

For purposes of Section 10.06(a), Section 10.06(b) and this Section 10.06(c), any dividend or distribution to which this Section 10.06(c) is applicable that also includes one or both of:

(A) a dividend or distribution of Common Stock to which Section 10.06(a) is applicable (the "**Clause A Distribution**"); or

(B) a dividend or distribution of rights, options or warrants to which Section 10.06(b) is applicable (the "**Clause B Distribution**"),

then (1) such dividend or distribution, other than the Clause A Distribution and Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 10.06(c) is applicable (the "**Clause C Distribution**") and any Conversion Rate adjustment required by this Section 10.06(c) with respect to such Clause C Distribution shall then be made and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 10.06(a) and Section 10.06(b) with respect thereto shall then be made, except that, if determined by the Board of Directors, the Ex Date of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex Date of the Clause C Distribution and any Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the Open of Business on the Ex Date for such dividend or distribution" or "outstanding immediately after the Open of Business on the effective date of such share split or share combination," as the case may be within the meaning of Section 10.06(a) or "outstanding immediately prior to the Open of Business on the Ex Date for such distribution" within the meaning of Section 10.06(b).

Except in the case of a readjustment of the Conversion Rate pursuant to the last sentence of either the fourth or seventh paragraph of this Section 10.06(c), the Conversion Rate shall not be decreased pursuant to this Section 10.06(c).

(d) If any cash dividend or distribution is made to all or substantially all holders of the Common Stock (other than a regular, quarterly cash dividend that does not exceed $0.125 per share, which is referred to as the "**dividend threshold**"), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the Open of Business on the Ex Date for such dividend or distribution;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex Date for such dividend or distribution;

SP_0 = the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period immediately preceding the Ex Date for such dividend or distribution (or, if the Company declares such dividend or distribution less than eleven (11) Trading Days prior to the Ex Date for such dividend or distribution the reference to ten (10) consecutive Trading Days shall be replaced with a smaller number of consecutive Trading Days that shall have occurred after, and not including, such declaration date and prior to, but not including, the Ex Date for such dividend or distribution);

T = the dividend threshold; provided that if the dividend or distribution is not a regular quarterly cash dividend, then the dividend threshold will be deemed to be zero; and

C = the amount in cash per share of Common Stock the Company distributes to holders of its Common Stock.

Any adjustment made under this Section 10.06(d) shall become effective immediately after the Open of Business on the Ex Date for such dividend or distribution.

The dividend threshold is subject to adjustment in a manner inversely proportional to, and at the same time as, adjustments to the Conversion Rate; *provided* that no adjustment will be made to the dividend threshold for any adjustment to the Conversion Rate pursuant to this clause (d).

Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP" (as defined above), in lieu of the foregoing increase, provision shall be made for each Holder of a Security to receive (without having to convert its Securities), for each $1,000 principal amount of Securities it holds, at the same time and upon the same terms as holders of the Common Stock, the amount of cash such Holder would have received as if such Holder owned a number of shares of Common Stock equal to the Conversion Rate on the Ex Date for such cash dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

Except in the case of a readjustment of the Conversion Rate pursuant to the last sentence of the immediately preceding paragraph, the Conversion Rate shall not be decreased pursuant to this Section 10.06(d).

(e) If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, if the cash and value of any other consideration included in the payment per share of Common Stock exceeds the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where,

CR_0 = the Conversion Rate in effect immediately prior to the Close of Business on the last Trading Day of the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

CR' = the Conversion Rate in effect immediately after the Close of Business on the last Trading Day of the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the time such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);

OS' = the number of shares of Common Stock outstanding immediately after the time such tender or exchange offer expires (after giving effect to such tender offer or exchange offer); and

SP' = the average of the Closing Sale Prices of the Common Stock over the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The increase to the Conversion Rate under this Section 10.06(e) shall occur at the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires; provided that, for purposes of determining the Conversion Rate, in respect of any conversion of Securities during the ten (10) Trading Days immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires, references in this Section 10.06(e) with respect to ten (10) Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the date that such tender or exchange offer expires and the Conversion Date in determining the Conversion Rate. In addition, if the Trading Day next succeeding the date such tender or exchange offer expires is after the 10th Trading Day immediately preceding, and including, the end of any Observation Period in respect of a conversion of Securities, references in this Section 10.06(e) to ten (10) Trading Days shall be deemed to be replaced, solely in respect of that conversion of Securities, with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the date such tender or exchange offer expires to, and including, the last Trading Day of such Observation Period. If the Company or one of its Subsidiaries is obligated to purchase the Common Stock pursuant to any such tender or exchange offer but the Company or such Subsidiary is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Conversion Rate shall be immediately decreased to the Conversion Rate that would be in effect if such tender or exchange offer had not been made.

Except in the case of a readjustment of the Conversion Rate pursuant to the last sentence of the immediately preceding paragraph, the Conversion Rate shall not be decreased pursuant to this Section 10.06(e).

(f) In addition to the foregoing adjustments in subsections (a), (b), (c), (d) and (e) above, and to the extent permitted by applicable law and the rules of the Relevant Stock Exchange, the Company may, from time to time and to the extent permitted by law, increase the Conversion Rate by any amount for a period of at least twenty-five (25) Trading Days or any longer period as may be permitted or required by law, if the Board of Directors has made a determination, which determination shall be conclusive, that such increase would be in the best interests of the Company. Such Conversion Rate increase shall be irrevocable during such period. The Company shall give notice to the Trustee and the Conversion Agent and cause notice of such increase, which notice will include the amount of the increase and the period during which the increase shall be in effect, to be sent to each Holder of Securities in accordance with Section 13.01, at least fifteen (15) days prior to the date on which such increase commences.

(g) All calculations under this Article 10 shall be made to the nearest cent or to the nearest 1/10,000th of a share, as the case may be. Adjustments to the Conversion Rate will be calculated to the nearest 1/10,000th.

(h) Notwithstanding this Section 10.06 or any other provision of this Indenture or the Securities, if a Conversion Rate adjustment becomes effective on any Ex Date, and a Holder that has converted its Securities on

or after such Ex Date and on or prior to the related record date would be treated as the record holder of the Common Stock as of the related Conversion Date as described under Section 10.02(b) based on an adjusted Conversion Rate for such Ex Date, then, notwithstanding the Conversion Rate adjustment provisions in this Section 10.06, the Conversion Rate adjustment relating to such Ex Date shall not be made for such converting Holder. Instead, such Holder shall be treated as if such Holder were the record owner of the Common Stock on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

(i) For purposes of this Section 10.06, "**effective date**" means the first date on which the Common Stock trade on the Relevant Stock Exchange, regular way, reflecting the relevant share split or share combination, as applicable.

(j) For purposes of this Section 10.06, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. The Company shall not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company. The Company shall not pay any dividend or distribution on shares of Capital Stock of the Company held in the treasury of the Company to the extent such dividend or distribution would be made in an amount based on the amount of a dividend or distribution paid on the Common Stock.

Section 10.07. *No Adjustment.* The Conversion Rate shall not be adjusted for any transaction or event other than for any transaction or event described in this Article 10. Without limiting the foregoing, the Conversion Rate shall not be adjusted:

(i) upon the issuance of any Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company's Subsidiaries (or the issuance of any shares of Common Stock pursuant to any such options or other rights);

(iii) upon the issuance of any Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) above and outstanding as of the date the Securities were first issued;

(iv) for accrued and unpaid interest, if any;

(v) for ordinary course stock repurchases of Common Stock that are not tender offers or exchange offers pursuant to Section 10.06(e), including structured or derivative transactions such as accelerated share repurchase transactions or similar forward derivatives;

(vi) solely for a change in the par value of the Common Stock; or

(vii) for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or the right to purchase Common Stock or such convertible or exchangeable securities, except as described in Section 10.06.

No adjustment in the Conversion Rate less than one percent (1%) of the Conversion Rate as last adjusted (or, if never adjusted, the initial Conversion Rate) shall be made pursuant to Section 10.06(a) through Section 10.06(e); *provided*, *however*, that (i) the Company shall carry forward any adjustments that are not made as a result of the foregoing and make such carried forward adjustments with respect to the Conversion Rate when the cumulative effect of all adjustments not yet made will result in a change of one percent (1%) or more of the Conversion Rate as last adjusted (or, if never adjusted, the initial Conversion Rate) and (ii) notwithstanding the foregoing, all such deferred adjustments that have not yet been made shall be made (including any adjustments

that are less than one percent (1%) of the Conversion Rate as last adjusted (or, if never adjusted, the initial Conversion Rate)) (1) on the effective date of any Fundamental Change or Make-Whole Fundamental Change; (2) on each Trading Day of any Observation Period; and (3) annually on the anniversary of the Issue Date of the Securities.

No adjustment to the Conversion Rate need be made pursuant to Section 10.06 for a transaction (other than for share splits or share combinations pursuant to Section 10.06(a)) if the Company makes provision for each Holder to participate, and such Holder elects to participate, in the transaction, at the same time and upon the same terms as holders of Common Stock participate in such transaction, without conversion, as if such Holder held a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex Date or effective date, as applicable, of the transaction (without giving effect to any adjustment pursuant to Section 10.06 on account of such transaction), *multiplied by* principal amount (expressed in thousands) of Securities held by such Holder.

Section 10.08. *Other Adjustments*. Whenever any provision of this Indenture requires the computation of an average of the Closing Sale Prices, the Daily VWAPs, the Daily Conversion Values or the Daily Settlement Amounts over a period of multiple Trading Days (including an Observation Period and the period for determining the Applicable Price for purposes of a Make-Whole Fundamental Change), the Board of Directors, in its good faith determination, shall appropriately adjust such average to account for any event requiring, pursuant hereto, an adjustment to the Conversion Rate where the effective date, Ex Date or expiration date of such event occurs at any time on or after the first Trading Day of such period and on or prior to the last Trading Day of such period.

Section 10.09. *Adjustments for Tax Purposes.* Except as prohibited by law, the Company may (but is not obligated to) make such increases in the Conversion Rate, in addition to those required by Section 10.06 hereof, as it considers to be advisable to avoid or diminish any income tax to any holders of Common Stock (or rights to purchase Common Stock) resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes or for any other reason.

Section 10.10. *Notice of Adjustment and Certain Events*. (a) Whenever the Conversion Rate is adjusted, the Company shall promptly file with the Trustee and the Conversion Agent an Officers' Certificate describing in reasonable detail the adjustment and the method of calculation used and the Company shall promptly send to the Holders in accordance with Section 13.01 a notice of the adjustment setting forth the adjusted Conversion Rate and the calculation thereof. The certificate and notice shall be conclusive evidence of the correctness of such adjustment. In the absence of an Officers' Certificate being filed with the Trustee (and the Conversion Agent if not the Trustee), the Trustee and the Conversion Agent may assume without inquiry that the Conversion Rate has not been adjusted and that the last Conversion Rate of which it has knowledge remains in effect.

(b) In case of any:

(i) action by the Company or one of its Subsidiaries that would require an adjustment to the Conversion Rate in accordance with Section 10.06 or Section 10.13;

(ii) Merger Event; or

(iii) voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then the Company shall at least ten days prior to the anticipated effective date of such transaction or event cause written notice thereof to be sent to the Trustee, the Conversion Agent and the Holders in accordance with Section 13.01. Such notice shall also specify, as applicable, the date or expected date on which the holders of Common Stock shall be entitled to a distribution and the date or expected date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up, as the case may be. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

Section 10.11. *Effect of Reclassifications, Consolidations, Mergers, Binding Share Exchanges or Sales on Conversion Privilege* If on or after the date of this Indenture the Company:

(a) recapitalizes, reclassifies or changes the Common Stock (other than a change as a result of a subdivision or combination of Common Stock to which Section 10.06(a) applies);

(b) is party to a consolidation, merger or binding share exchange; or

(c) sells, transfers, leases, conveys or otherwise disposes of all or substantially all of the consolidated property or assets of the Company and its Subsidiaries, taken as a whole,

in each case, pursuant to which the Common Stock would be converted into or exchanged for, or would constitute solely the right to receive, cash, securities or other property (any such event, a "**Merger Event**"), each $1,000 principal amount of converted Securities will, from and after the effective time of such Merger Event, be convertible into the same kind, type and proportions of consideration that a holder of a number of shares of Common Stock equal to the Conversion Rate in effect immediately prior to such Merger Event would have received in such Merger Event ("**Reference Property**") and, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 9.01(a) providing for such change in the right to convert the Securities; *provided*, *however*, that at and after the effective time of the Merger Event (A) the Company shall continue to have the right to determine the Cash Percentage upon conversion of Securities in accordance with Section 10.02 and (B) (I) any amount payable in cash upon conversion of the Securities in accordance with Section 10.02 and Section 10.03 shall continue to be payable in cash, (II) any Common Stock that the Company would have been required to deliver upon conversion of the Securities in accordance with Section 10.02 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of shares of Common Stock would have received in such Merger Event and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property.

If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration determined based in whole or in part upon any form of stockholder election, then (i) the Reference Property into which the Securities will be convertible shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make such an election and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock. The Company shall notify Holders, the Trustee and the Conversion Agent (if other than the Trustee) of such weighted average as soon as reasonably practicable after such determination is made. If the holders receive only cash in such Merger Event, then for all conversions that occur after the effective date of such Merger Event (A) the consideration due upon conversion of each $1,000 principal amount of Securities shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date (as may be increased pursuant to Section 10.14), multiplied by the price paid per share of Common Stock in such Merger Event and (B) the Company shall satisfy its Conversion Obligation by paying cash to converting Holders on the second Business Day immediately following the relevant Conversion Date.

In connection with any adjustment to the Conversion Rate described in this Section 10.11, the Company shall also adjust the dividend threshold based on the number of shares of Common Stock comprising the Reference Property and (if applicable) the value of any non-stock consideration comprising the Reference Property. If the Reference Property is composed solely of non-stock consideration, the dividend threshold shall be zero.

The supplemental indenture referred to in the first sentence of this Section 10.11 shall provide for the SL Securities and adjustments to the Conversion Rate that shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Rate provided for in this Article 10 and for the delivery of cash by the Company

in lieu of fractional securities or property that would otherwise be deliverable to holders upon conversion as part of the Reference Property, with such amount of cash determined by the Board of Directors in a manner as nearly equivalent as may be practicable to that used by the Company to determine the Closing Sale Price of the Common Stock. The Company shall not consummate any Merger Event unless its terms are consistent with the foregoing. If, in the case of any Merger Event, the stock or other securities and assets receivable thereupon by a holder of Common Stock includes shares of stock or other securities and assets of an entity other than the successor or purchasing entity, as the case may be, in such Merger Event, then such supplemental indenture shall also be executed by such other entity and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Company shall reasonably consider necessary by reason of the foregoing, including to the extent practicable the provisions providing for the conversion rights set forth in this Article 10. The provisions of this Section 10.11 shall similarly apply to successive consolidations, mergers, binding share exchanges, sales, transfers, leases, conveyances or dispositions.

None of the foregoing provisions shall affect the right of a Holder to convert its Securities as set forth in Section 10.01 and Section 10.02 prior to the effective date of such Merger Event.

In the event the Company shall execute a supplemental indenture in accordance with this Section 10.11, the Company shall promptly file with the Trustee an Officers' Certificate briefly stating the reasons therefor, the kind or amount of Reference Property receivable by Holders of the Securities upon the conversion of their Securities after any such Merger Event and any adjustment to be made with respect thereto.

Section 10.12. *Trustee's Disclaimer*. The Trustee and any other Conversion Agent shall have no duty to determine the Conversion Rate (or any adjustment thereto) or whether any facts exist that may require that any adjustment under this Article 10 should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of the correctness of any such adjustment, and shall be protected in relying upon, the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 10.10 hereof. Neither the Trustee nor any other Conversion Agent makes any representation as to the validity or value of any securities or assets issued upon conversion of Securities, and neither the Trustee nor any other Conversion Agent shall be responsible for the failure by the Company to comply with any provisions of this Article 10 or to monitor any Person's compliance with this Article 10.

The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to Section 10.11, but may accept as conclusive evidence of the correctness thereof, and shall be protected in relying upon, the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 10.11 hereof.

Neither the Trustee nor any other agent acting under this Indenture (other than the Company, if acting in such capacity) shall have any obligation to make any calculation (including with respect to the Conversion Rate) or to determine whether the Securities may be surrendered for conversion pursuant to this Indenture, or to notify the Company or the Depository or any of the Holders if the Securities have become convertible pursuant to the terms of this Indenture.

Section 10.13. *Rights Distributions Pursuant to Shareholders' Rights Plans*. To the extent that on or after the date of this Indenture the Company adopts a rights plan (i.e., a poison pill) and such plan is in effect upon conversion of any Security or a portion thereof, the Company shall make provision such that each Holder thereof shall receive, in addition to, and concurrently with the delivery of, the Common Stock due upon conversion, the rights described in such plan, unless the rights have separated from the Common Stock before the time of conversion, in which case the Conversion Rate shall be adjusted at the time of separation as if the Company distributed to all holders of Common Stock, Distributed Property as described in Section 10.06(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 10.14. *Increased Conversion Rate Applicable to Certain Securities Surrendered in Connection with Make-Whole Fundamental Changes*
(a) Notwithstanding anything herein to the contrary, the Conversion

Rate applicable to each Security that is surrendered for conversion, in accordance with this Article 10, at any time during the period (the "**Make-Whole Conversion Period**") from, and including, the effective date (the "**Effective Date**") of a Make-Whole Fundamental Change (which Effective Date the Company shall disclose in the written notice referred to in Section 10.14(e)) (A) if such Make-Whole Fundamental Change does not also constitute a Fundamental Change, to, and including, the Close of Business on the date that is thirty-five (35) Business Days after the later of (i) such Effective Date and (ii) the date the Company sends to Holders (with a copy to the Trustee and the Conversion Agent) the relevant notice of the Effective Date or (B) if such Make-Whole Fundamental Change also constitutes a Fundamental Change, to, and including, the Close of Business on the Fundamental Change Repurchase Date corresponding to such Fundamental Change, shall be increased to an amount equal to the Conversion Rate that would, but for this Section 10.14, otherwise apply to such Security pursuant to this Article 10, plus an amount equal to the Make-Whole Applicable Increase.

(b) As used herein, "**Make-Whole Applicable Increase**" shall mean, with respect to a Make-Whole Fundamental Change, the amount, set forth in the following table, which corresponds to the Effective Date and the Applicable Price of such Make-Whole Fundamental Change:

	Applicable Price												
Effective Date	**$122.32**	**$130.00**	**$140.67**	**$150.00**	**$160.00**	**$170.00**	**$190.00**	**$210.00**	**$230.00**	**$250.00**	**$275.00**	**$300.00**	**$350.00**
[●], 2022	1.0663	0.8995	0.7172	0.5937	0.4895	0.4074	0.2901	0.2140	0.1629	0.1277	0.0975	0.0769	0.0513
[●], 2023	1.0663	0.8995	0.7172	0.5868	0.4766	0.3908	0.2705	0.1944	0.1448	0.1114	0.0836	0.0649	0.0423
[●], 2024	1.0663	0.8995	0.7019	0.5629	0.4484	0.3608	0.2411	0.1682	0.1224	0.0927	0.0688	0.0534	0.0352
[●], 2025	1.0663	0.8855	0.6631	0.5187	0.4023	0.3153	0.2007	0.1346	0.0953	0.0710	0.0523	0.0407	0.0274
[●], 2026	1.0663	0.8391	0.6038	0.4554	0.3394	0.2557	0.1517	0.0965	0.0662	0.0487	0.0360	0.0284	0.0197
[●], 2027	1.0663	0.7688	0.5182	0.3673	0.2557	0.1802	0.0955	0.0567	0.0380	0.0282	0.0216	0.0176	0.0127
[●], 2028	1.0663	0.6509	0.3785	0.2323	0.1383	0.0844	0.0369	0.0211	0.0150	0.0121	0.0100	0.0085	0.0063
[●], 2029	1.0663	0.5834	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

provided, however, that:

(i) if the actual Applicable Price of such Make-Whole Fundamental Change is between two (2) Applicable Prices listed in the table above under the row titled "Applicable Price," or if the actual Effective Date of such Make-Whole Fundamental Change is between two Effective Dates listed in the table above in the column immediately below the title "Effective Date," then the Make-Whole Applicable Increase for such Make-Whole Fundamental Change shall be determined by linear interpolation between the Make-Whole Applicable Increases set forth for such higher and lower Applicable Prices, or for such earlier and later Effective Dates based on a three hundred and sixty five (365) day year, as applicable;

(ii) if the actual Applicable Price of such Make-Whole Fundamental Change is greater than $350.00 per share (subject to adjustment in the same manner as the Applicable Prices pursuant to Section 10.14(b)(iii)), or if the actual Applicable Price of such Make-Whole Fundamental Change is less than $122.32 per share (subject to adjustment in the same manner as the Applicable Prices pursuant to Section 10.14(b)(iii)), then the Make-Whole Applicable Increase shall be equal to zero (0);

(iii) if an event occurs that requires, pursuant to this Article 10 (other than solely pursuant to this Section 10.14), an adjustment to the Conversion Rate, then, on the date and at the time such adjustment is so required to be made, each Applicable Price set forth in the table above under the column titled "Applicable Price" shall be deemed to be adjusted so that such Applicable Price, at and after such time, shall be equal to the product of (A) such Applicable Price as in effect immediately before such adjustment to such Applicable Price and (B) a fraction the numerator of which is the Conversion Rate in effect immediately before such adjustment to the Conversion Rate and the denominator of which is the Conversion Rate to be in effect, in accordance with this Article 10, immediately after such adjustment to the Conversion Rate;

(iv) each Make-Whole Applicable Increase amount set forth in the table above shall be adjusted in the same manner, for the same events and at the same time as the Conversion Rate is required to be adjusted pursuant to Section 10.06 through Section 10.13; and

(c) Subject to Section 10.11, upon surrender of Securities for conversion in connection with a Make-Whole Fundamental Change, the Company shall satisfy the related Conversion Obligation in accordance with Section 10.02 based on the Conversion Rate as increased to reflect the Make-Whole Applicable Increase; *provided*, *however*, that if at the effective time of a Make-Whole Fundamental Change described in clause (b) or clause (c) of the definition of Change in Control the consideration for the Common Stock is composed entirely of cash, for any conversion of Securities following the Effective Date of such Make-Whole Fundamental Change, the Conversion Obligation shall be calculated based solely on the Applicable Price for the transaction and shall be deemed to be an amount equal to, per $1,000 principal amount of converted Securities, the Conversion Rate (including any Make-Whole Applicable Increase), multiplied by such Applicable Price. In such event, the Conversion Obligation will be determined and shall be paid to Holders in cash on the second Business Day following the Conversion Date.

(d) As used herein, "**Applicable Price**" shall have the following meaning with respect to a Make-Whole Fundamental Change: (i) if such Make-Whole Fundamental Change is a transaction or series of transactions described in clause (b) or clause (c) of the definition of Change in Control and the consideration (excluding cash payments for fractional shares or pursuant to statutory appraisal rights) for Common Stock in such Make-Whole Fundamental Change consists solely of cash, then the "Applicable Price" with respect to such Make-Whole Fundamental Change shall be equal to the cash amount paid per share of Common Stock in such Make-Whole Fundamental Change and (ii) in all other circumstances, the "Applicable Price" with respect to such Make-Whole Fundamental Change shall be equal to the average of the Closing Sale Prices per share of Common Stock for the five (5) consecutive Trading Days immediately preceding, but excluding, the Effective Date of such Make-Whole Fundamental Change, which average shall be appropriately adjusted by the Board of Directors, in its good faith determination, to account for any adjustment, pursuant hereto, to the Conversion Rate that shall become effective, or any event requiring, pursuant hereto, an adjustment to the Conversion Rate where the Ex Date of such event occurs, at any time during such five (5) consecutive Trading Days.

(e) The Company shall send to each Holder (with a copy to the Trustee and the Conversion Agent), in accordance with Section 13.01, written notice of the Effective Date of the Make-Whole Fundamental Change within ten (10) days after such Effective Date. Each such notice shall also state that, in connection with such Make-Whole Fundamental Change, the Company shall increase, in accordance herewith, the Conversion Rate applicable to Securities entitled as provided herein to such increase (along with a description of how such increase shall be calculated and the time periods during which Securities must be surrendered in order to be entitled to such increase, including, without limitation, the last day of the Make-Whole Conversion Period).

(f) For avoidance of doubt, the provisions of this Section 10.14 shall not affect or diminish the Company's obligations, if any, pursuant to Article 3 with respect to a Make-Whole Fundamental Change that also constitutes a Fundamental Change.

(g) Nothing in this Section 10.14 shall prevent an adjustment to the Conversion Rate pursuant to Section 10.06 in respect of a Make-Whole Fundamental Change.

Section 10.15. *Applicable Stock Exchange Restrictions*. Notwithstanding anything in this Article 10 to the contrary, in the event of any increase in the Conversion Rate that would result in the Securities in the aggregate becoming convertible into shares of Common Stock in excess of the share issuance limitations of the listing rules of The New York Stock Exchange (regardless of whether the Company then has a class of securities listed on The New York Stock Exchange), the Company shall, at its option (but without delaying delivery of consideration upon any conversion), either (i) obtain stockholder approval of such issuances, in accordance with the stockholder approval rules contained in such listing standards, or (ii) increase the Cash Percentage to pay cash in

lieu of delivering any shares of Common Stock otherwise deliverable upon conversion in excess of such limitations. If the Company pays cash in lieu of delivering shares of Common Stock pursuant to this Section 10.15, it will notify the Trustee, the Conversion Agent and the Holders of the maximum number of shares it will deliver per $1,000 principal amount (and accrued and unpaid interest thereon) of converted Security in respect of the relevant conversion.

ARTICLE 11
CONCERNING THE HOLDERS

Section 11.01. *Action by Holders.* Whenever in this Indenture it is provided that the Holders of a specified percentage in aggregate principal amount of the Securities may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the Holders of such specified percentage have joined therein may be evidenced (i) by any instrument or any number of instruments of similar tenor executed by Holders in person or by agent or proxy appointed in writing, (ii) by the record of the Holders voting in favor thereof at any meeting of Holders duly called and held in accordance with the provisions of Article 12 or (iii) by a combination of such instrument or instruments and any such record of such a meeting of Holders. Whenever the Company or the Trustee solicits the taking of any action by the Holders of the Securities, the Company or the Trustee may fix, but shall not be required to, in advance of such solicitation, a date as the record date for determining Holders entitled to take such action. The record date if one is selected shall be not more than fifteen (15) days prior to the date of commencement of solicitation of such action.

Section 11.02. *Proof of Execution by Holders.* Subject to the provisions of Section 12.05, proof of the execution of any instrument by a Holder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Securities shall be proved by the security register of the Registrar or by a certificate of the Registrar. The record of any Holders' meeting shall be proved in the manner provided in Section 12.06.

Section 11.03. *Persons Deemed Absolute Owners.* The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Registrar may deem the Person in whose name a Security shall be registered upon the security register of the Registrar to be, and may treat it as, the absolute owner of such Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Registrar) for the purpose of receiving payment of or on account of the principal of and (subject to Section 2.12 and Section 4.01) accrued and unpaid interest on such Security, or the Fundamental Change Repurchase Price, if applicable, for conversion of such Security and for all other purposes; and neither the Company nor the Trustee nor any authenticating agent nor any Paying Agent nor any Conversion Agent nor any Registrar shall be affected by any notice to the contrary. All such payments so made to any Holder for the time being, or upon its order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Security. Notwithstanding anything to the contrary in this Indenture or the Securities following an Event of Default, any holder of a beneficial interest in a Global Security may directly enforce against the Company, without the consent, solicitation, proxy, authorization or any other action of the Depository or any other Person, such holder's right to exchange such beneficial interest for a Physical Security in accordance with the provisions of this Indenture.

ARTICLE 12
HOLDERS' MEETINGS

Section 12.01. *Purpose of Meetings.* A meeting of Holders may be called at any time and from time to time pursuant to the provisions of this Article 12 for any of the following purposes:

(a) to give any notice to the Company or to the Trustee or to give any directions to the Trustee permitted under this Indenture, or to consent to the waiving of any Default or Event of Default hereunder and its consequences, or to take any other action authorized to be taken by Holders pursuant to any of the provisions of Article 6;

(b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article 7;

(c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 9.02; or

(d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Securities under any other provision of this Indenture or under applicable law.

Section 12.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of Holders to take any action specified in Section 12.01, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Holders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting and the establishment of any record date pursuant to Section 11.01, shall be sent to Holders of such Securities at their addresses as they shall appear on the security register of the Registrar. Such notice shall also be sent to the Company or electronically in accordance with the Applicable Procedures of the Depository. Such notices shall be sent not less than twenty (20) nor more than ninety (90) days prior to the date fixed for the meeting.

Any meeting of Holders shall be valid without notice if the Holders of all Securities then outstanding are present in person or by proxy or if notice is waived before or after the meeting by the Holders of all Securities outstanding, and if the Company and the Trustee are either present by duly authorized representatives or have, before or after the meeting, waived notice.

Section 12.03. *Call of Meetings by Company or Holders.* In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least ten percent (10%) in aggregate principal amount of the Securities then outstanding, shall have requested the Trustee to call a meeting of Holders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have sent the notice of such meeting within twenty (20) days after receipt of such request, then the Company or such Holders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 12.01, by sending notice thereof as provided in Section 12.02.

Section 12.04. *Qualifications for Voting.* To be entitled to vote at any meeting of Holders a Person shall (a) be a Holder of one or more Securities on the record date pertaining to such meeting or (b) be a Person appointed by an instrument in writing as proxy by a Holder of one or more Securities on the record date pertaining to such meeting. The only Persons who shall be entitled to be present or to speak at any meeting of Holders shall be the Persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

Section 12.05. *Regulations*. Notwithstanding any other provision of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders, in regard to proof of the holding of Securities and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 12.03, in which case the Company or the Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Holders of at least a majority in aggregate principal amount of the outstanding Securities represented at the meeting and entitled to vote at the meeting.

Subject to the provisions of Section 2.09, at any meeting of Holders each Holder or proxyholder shall be entitled to one vote for each $1,000 principal amount of Securities held or represented by such Holder or proxyholder, as the case may be; *provided*, *however*, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Securities held by it or instruments in writing as aforesaid duly designating it as the proxy to vote on behalf of other Holders. Any meeting of Holders duly called pursuant to the provisions of Section 12.02 or Section 12.03 may be adjourned from time to time by the Holders of at least a majority of the aggregate principal amount of outstanding Securities represented at the meeting, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

Section 12.06. *Voting*. The vote upon any resolution submitted to any meeting of Holders shall be by written ballot on which shall be subscribed the signatures of the Holders or of their representatives by proxy and the outstanding principal amount of the Securities held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was sent as provided in Section 12.02. The record shall show the principal amount of the Securities voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 12.07. *No Delay of Rights by Meeting.* Nothing contained in this Article 12 shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the Holders under any of the provisions of this Indenture or of the Securities. Nothing contained in this Article 12 shall be deemed or construed to limit any Holder's actions pursuant to the Applicable Procedures so long as the Securities are Global Securities.

ARTICLE 13
MISCELLANEOUS

Section 13.01. *Notices*. Any notice or communication by the Company or the Trustee to the other shall be deemed to be duly given if made in writing and delivered:

(a) by hand (in which case such notice shall be effective upon delivery);

(b) by facsimile or other electronic transmission (in which case such notice shall be effective upon receipt of confirmation of good transmission thereof); or

(c) by overnight delivery by a nationally recognized courier service (in which case such notice shall be effective on the Business Day immediately after being deposited with such courier service), in each case to the recipient party's address set forth in this Section 13.01; *provided*, *however*, that notices to the Trustee shall only be effective upon the Trustee's actual receipt thereof. The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication sent to a Holder shall be sent to the Holder at its address shown on the register kept by the Registrar. Any notice or communication to be delivered to a Holder of a Global Security shall be transmitted to the Depository in accordance with its Applicable Procedures. Failure to send or transmit a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication to a Holder is sent in the manner provided above, it is duly given, whether or not the addressee receives it.

If the Company sends or transmits a notice or communication to Holders, it shall send a copy to the Trustee and each Securities Agent at the same time. If the Trustee or the Securities Agent is required, pursuant to the express terms of the Securities or Article 10 of this Indenture, to send a notice or communication to Holders, the Trustee or the Securities Agent, as the case may be, shall also send a copy of such notice or communication to the Company.

All notices or communications shall be in writing.

The Company's address is:

Global Payments Inc.
3550 Lenox Road
Atlanta, GA 30326
Attention: [●]
Email: [●]

With a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Jake Kling
Email: JAKling@wlrk.com

The Trustee's address is:

[●], as Trustee
[●]
[●]
Attention: [●] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029)
Facsimile: [●]

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**"), given pursuant to this Indenture and delivered using the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder (collectively, "**Electronic Means**"); *provided*,

however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses (except to the extent attributable to the Trustee's negligence, willful misconduct or bad faith) arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 13.02. *Communication by Holders with Other Holders*. To the extent the TIA is then applicable: (A) The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c) and (B) Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Securities.

Section 13.03. *Certificate and Opinion as to Conditions Precedent*. Upon any request or application by the Company to the Trustee to take any action under this Indenture, other than an action to be taken on the Issue Date in connection with the initial issuance of the Securities, the Company shall furnish to the Trustee:

(a) an Officers' Certificate stating that, in the opinion of the signatories to such Officers' Certificate, all covenants and conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such covenants and conditions precedent have been complied with.

Each signatory to an Officers' Certificate or an Opinion of Counsel may (if so stated) rely, effectively, upon an Opinion of Counsel as to legal matters and an Officers' Certificate or certificates of public officials or other representations or documents as to factual matters.

Section 13.04. *Statements Required in Certificate or Opinion*. Each Officers' Certificate or Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA § 314(a)(4)) shall comply with the provisions of TIA § 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 13.05. *Rules by Trustee and Agents.* The Registrar, Paying Agent or Conversion Agent may make reasonable rules and set reasonable requirements for their respective functions.

Section 13.06. *Legal Holidays*. If a payment date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on that payment for the intervening period.

Section 13.07. *Duplicate Originals*. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart by facsimile or portable document format shall be effective as delivery of a manually executed counterpart thereof.

Section 13.08. *Facsimile and PDF Delivery of Signature Pages*. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Indenture or any document to be signed in connection with this Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature), in English, and signatures of the parties hereto transmitted by PDF or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Indenture as to the other parties hereto and will be deemed to be their original signatures for all purposes.

Section 13.09. *Governing Law*. THIS INDENTURE AND THE SECURITIES, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS INDENTURE OR THE SECURITIES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating solely to this Indenture or the transactions contemplated hereby, to the general jurisdiction of the Supreme Court of the State of New York, County of New York or the United States Federal District Court sitting for the Southern District of New York (and appellate courts thereof);

(b) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party, as the case may be, at its address set forth in Section 13.01 or at such other address of which the other party shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction for recognition and enforcement of any judgment or if jurisdiction in the courts referenced in the foregoing clause (a) are not available despite the intentions of the parties hereto;

(e) agrees that final judgment in any such suit, action or proceeding brought in such a court may be enforced in the courts of any jurisdiction to which such party is subject by a suit upon such judgment, *provided* that service of process is effected upon such party in the manner specified herein or as otherwise permitted by law;

(f) agrees that to the extent that such party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Indenture, to the extent permitted by law; and

(g) irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Indenture or the Securities.

Section 13.10. *No Adverse Interpretation of Other Agreements.* This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or any of its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.11. *Successors*. All agreements of the Company in this Indenture and the Securities shall bind its successors and assigns. All agreements of the Trustee in this Indenture shall bind its successors.

Section 13.12. *Separability*. In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and a Holder shall have no claim therefor against any party hereto.

Section 13.13. *Table of Contents, Headings, Etc.* The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

Section 13.14. *Calculations in Respect of the Securities.* The Company and its agents shall make all calculations under this Indenture and the Securities. These calculations include, but are not limited to, determinations of the Closing Sale Price of the Common Stock, the number of shares deliverable upon conversion, adjustments to the Conversion Price and the Conversion Rate, the Daily VWAPs, the Daily Settlement Amounts, the Daily Conversion Values, the Conversion Rate of the Securities, the Fundamental Change Repurchase Price, the amount of conversion consideration deliverables in respect of any conversion and the amounts of interest payable on the Securities. The Company and its agents shall make all of these calculations in good faith, and, absent manifest error, such calculations shall be final and binding on all Holders. The Company shall provide a copy of such calculations to the Trustee (and the Conversion Agent if not the Trustee) as required hereunder, and, the Trustee shall be entitled to conclusively rely on the accuracy of any such calculation without independent verification. The Trustee will forward the Company's calculations to any Holder upon the request of that Holder.

Section 13.15. *No Personal Liability of Directors, Officers, Employees or Shareholders.* None of the Company's past, present or future directors, officers, employees or stockholders, as such, shall have any liability for any of the Company's obligations under this Indenture or the Securities or for any claim based on, or in respect or by reason of, such obligations or their creation. By accepting a Security, each holder waives and releases all such liability. This waiver and release is part of the consideration for the issue of the Securities.

Section 13.16. *Force Majeure.* In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces

beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, epidemics, pandemics, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 13.17. *Trust Indenture Act Controls.* If any provision of this Indenture limits, qualifies, or conflicts with another provision which is required or deemed to be included in this Indenture by the TIA, such required or deemed provision shall control. If any provision of this Indenture modifies or excludes any provision of the TIA which may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be.

Section 13.18. *No Security Interest Created*. Nothing in this Indenture or in the Securities, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 13.19. *Benefits of Indenture.* Nothing in this Indenture or in the Securities, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Securities Agent and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 13.20. *Withholding.* Notwithstanding anything herein to the contrary, the Company, the Trustee, the Registrar, the Paying Agent and the Conversion Agent, as applicable, shall have the right to deduct and withhold from any payment or distribution made with respect to this Indenture and any Security (or the issuance of shares of Common Stock upon conversion of the Security) such amounts as are required to be deducted or withheld with respect to the making of such payment or distribution (or issuance) under any applicable tax law (inclusive of rules, regulations and interpretations promulgated by competent authorities) without liability therefor. To the extent that any amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes under this Security as having been paid to the Holder. In the event the Company, the Trustee, the Registrar, the Paying Agent or the Conversion Agent previously remitted any amounts to a governmental entity on account of taxes required to be deducted or withheld in respect of any payment or distribution (or deemed distribution) under this Indenture or with respect to any Security, the Company, the Registrar, the Paying Agent or the Conversion Agent, as applicable, shall be entitled to offset any such amounts against any amounts otherwise payable in respect of this Indenture or any Security (or the issuance of shares of Common Stock upon conversion).

[*The Remainder of This Page Intentionally Left Blank; Signature Pages Follow*]

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

GLOBAL PAYMENTS INC.

By: _____
Name:
Title:

[Signature Page to Indenture]

[●], as Trustee, Registrar, Paying Agent and Conversion Agent

By: _____
Name:
Title:

[Signature Page to Indenture]

EXHIBIT A

[FORM OF FACE OF SECURITY]

[INSERT SECURITY PRIVATE PLACEMENT LEGEND AND GLOBAL SECURITY LEGEND, AS REQUIRED]

[THIS SECURITY IS AN SL SECURITY WITHIN THE MEANING OF THE INDENTURE][5]

[INSERT ORIGINAL ISSUE DISCOUNT LEGEND, AS REQUIRED]

GLOBAL PAYMENTS INC.

Certificate No.

1.00 % Convertible Senior Notes Due 2029 (the "**Securities**")

[CUSIP No. [ ]
ISIN No. [ ]][6]

Global Payments Inc., a Georgia corporation (the "**Company,**" which term includes any successor corporation or other entity under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to [ ][7] [Cede & Co.][8], or its registered assigns, the principal sum [of [ ] dollars ($[ ])][9] [as set forth in the "Schedule of Increases and Decreases in the Global Security" attached hereto, which amount, taken together with the principal amounts of all other outstanding Securities, shall not, unless permitted by the Indenture, exceed ONE BILLION FIVE HUNDRED MILLION dollars ($1,500,000,000) in aggregate at any time, in accordance with the rules and procedures of the Depository][10], on [●], 2029 (the "**Maturity Date**"), and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: [●] and [●].

Record Dates: [●] and [●].

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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5 This is included for SL Securities.

6 This is included for Global Securities.
SL Securities that are Restricted Global Securities shall bear CUSIP [●] and ISIN [●].
SL Securities that are Unrestricted Global Securities shall bear CUSIP [●] and ISIN [●].
Restricted Global Securities other than SL Securities shall bear CUSIP [●] and ISIN [●].
Unrestricted Global Securities other than SL Securities shall bear CUSIP [●] and ISIN [●].

7 This is included for Physical Securities.

8 This is included for Global Securities.

9 This is included for Physical Securities.

10 This is included for Global Securities.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly signed.

GLOBAL PAYMENTS INC.

By: _____
Name:
Title:

Dated: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities referred to
in the within-mentioned Indenture.

[●],

as Trustee

By: _____
Authorized Signatory

Dated: _____

[Authentication Page]

[FORM OF REVERSE OF SECURITY]

GLOBAL PAYMENTS INC.

1.00% Convertible Senior Notes Due 2029

1. *Interest*. Global Payments Inc., a Georgia corporation (the "**Company**"), promises to pay interest on the principal amount of this Security at a rate per annum equal to 1.00%. The Company will pay interest, payable semi-annually in arrears, on [●] and [●] of each year, beginning on [●], 2023. Interest on the Securities will accrue on the principal amount from, and including, the most recent date to which interest has been paid or provided for or, if no interest has been paid, from, and including, [●], 2022) in each case to, but excluding, the next Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the rate borne by the Securities. In certain circumstances, Additional Interest will be payable in accordance with Section 6.02(b) of the Indenture (as defined below) and any reference to "interest" shall be deemed to include any such Additional Interest.

2. *Maturity*. The Securities will mature on the Maturity Date.

3. *Method of Payment.* Except as provided in the Indenture, the Company will pay interest on the Securities in cash to the Persons who are Holders of record of Securities at the Close of Business on the Record Date set forth on the face of this Security immediately preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount plus, if applicable, accrued and unpaid interest, if any, or the Fundamental Change Repurchase Price, payable as herein provided on the Maturity Date, or on any Fundamental Change Repurchase Date, as applicable.

4. *Paying Agent, Registrar, Conversion Agent.* Initially, [●], as trustee (the "**Trustee**") will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without prior notice.

5. *Indenture*. The Company issued the Securities under an Indenture dated as of [●], 2022 (the "**Indenture**") between the Company and the Trustee. The Securities are subject to all terms set forth in the Indenture, and Holders are referred to the Indenture for a statement of such terms. The Securities are unsecured senior obligations of the Company limited to $1,500,000,000 aggregate principal amount, except as otherwise provided in the Indenture (and except for Securities issued in substitution for destroyed, lost or wrongfully taken Securities). Terms used herein without definition and which are defined in the Indenture have the meanings assigned to them in the Indenture. In the event of any inconsistency between the terms of this Security and the terms of the Indenture, the terms of the Indenture shall control.

6. *Redemption*. No redemption or sinking fund is provided for the Securities.

7. *Repurchase at Option of Holder Upon a Fundamental Change*. Subject to the terms and conditions of the Indenture, in the event of a Fundamental Change, each Holder of the Securities shall have the right, at the Holder's option, to require the Company to repurchase such Holder's Securities, including any portion thereof which is an Authorized Denomination, on the Fundamental Change Repurchase Date at a price payable in cash equal to the Fundamental Change Repurchase Price.

8. *Conversion*. The Securities shall be convertible into cash or a combination of cash and shares of Common Stock, as applicable, as specified in the Indenture. To convert a Security, a Holder must satisfy the requirements of Section 10.01(b) of the Indenture. A Holder may convert a portion of a Security if the portion is an Authorized Denomination.

Upon conversion of a Security, the Holder thereof shall be entitled to receive the cash and/or shares of Common Stock and, if applicable, cash in lieu of any fractional shares of Common Stock payable upon conversion in accordance with Article 10 of the Indenture.

9. *Denominations, Transfer, Exchange.* The Securities are in registered form, without coupons, in Authorized Denominations. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges as set forth in the Indenture. The Company or the Trustee, as the case may be, shall not be required to register the transfer of or exchange any Security for which a Repurchase Notice has been delivered, and not withdrawn, in accordance with the Indenture, except the unrepurchased portion of Securities being repurchased in part.

10. *Persons Deemed Owners.* The registered Holder of a Security will be treated as its owner for all purposes. Only registered Holders of Securities shall have the rights under the Indenture.

11. *Amendments, Supplements and Waivers*. The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in certain other circumstances, with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities and in other circumstances with consent of the Holders of one hundred percent (100%) of the aggregate principal amount of the outstanding Securities, to amend or supplement the Indenture or the Securities.

12. *Defaults and Remedies.* Subject to certain exceptions, if an Event of Default occurs and is continuing, the Trustee by notice to the Company or the Holders of at least twenty five percent (25%) in aggregate principal amount of the Securities then outstanding by notice to the Company and the Trustee may declare the principal of, and any accrued and unpaid interest on, all Securities to be due and payable immediately. If any of certain bankruptcy or insolvency-related Events of Default occurs and is continuing, the principal of, and accrued and unpaid interest on, all the Securities shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. Subject to certain exceptions, the Holders of at least a majority in aggregate principal amount of the Securities then outstanding by written notice to the Trustee may rescind or annul an acceleration and its consequences if certain conditions specified in the Indenture are satisfied.

13. *Trustee Dealings with the Company.* The Trustee under the Indenture, or any banking institution serving as successor Trustee thereunder, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for, the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee.

14. *Authentication.* This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent in accordance with the Indenture.

15. *Abbreviations.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

16. *Ranking.* The Securities shall be unsubordinated unsecured obligations of the Company and will rank equal in right of payment to all unsubordinated unsecured indebtedness of the Company, and will rank senior in right of payment to any indebtedness that is expressly subordinated to the Securities.

THE COMPANY WILL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE INDENTURE. REQUESTS MAY BE MADE TO:

Global Payments Inc.
3550 Lenox Road
Atlanta, GA 30326
Attention: [●]
Email: [●]

FORM OF ASSIGNMENT

I or we assign to
PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER

_____

_____

(please print or type name and address)

_____

_____

the within Security and all rights thereunder, and hereby irrevocably constitute and appoint

_____

Attorney to transfer the Security on the books of the Company with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar, or be notarized.

Signature Guarantee or Notarization: _____

In connection with any transfer of this Security occurring prior to the Resale Restriction Termination Date, the undersigned confirms that it is making, and it has not utilized any general solicitation or general advertising in connection with, the transfer:

[Check One]

(1) — to Global Payments Inc. or any Subsidiary thereof; or

(2) — pursuant to a registration statement which has become effective under the Securities Act of 1933, as amended (the "Securities Act");

(3) — to a Person that the undersigned reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act ("Rule 144A")) that purchases for its own account or for the account of a qualified institutional buyer and to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A;

(4) — pursuant to an exemption from registration provided by Rule 144 under the Securities Act; or

(5) — pursuant to any other available exemption from the registration requirements of the Securities Act.

Unless one of the items (1) through (5) is checked, the Registrar will refuse to register any of the Securities evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided*, *however*, that if item (4) or (5) is checked, the Company, the transfer agent or the Registrar may require, prior to registering any such transfer of the Securities, in their sole discretion, such written certifications and, in the case

of item (5), such other evidence or legal opinions required by the Indenture to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, as amended.

If none of the foregoing items are checked, the Trustee or Registrar shall not be obligated to register this Security in the name of any person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in the Indenture shall have been satisfied.

Dated: _____ Signed: _____

(Sign exactly as name appears on the other side of this Security)

Signature Guarantee or Notarization: _____

ATTACHMENT 2

FORM OF CONVERSION NOTICE

To convert this Security in accordance with the Indenture, check the box: ☐

To convert only part of this Security, state the principal amount to be converted (must be an Authorized Denomination):

$_____

If you want the stock certificate representing the Common Stock issuable upon conversion made out in another person's name, fill in the form below:

_____

(Insert other person's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type other person's name, address and zip code)

☐ CHECK IF APPLICABLE: The person in whose name the Common Stock will be issued is not (and has not been for the three months preceding the applicable Conversion Date) an "affiliate" (as defined in Rule 144 under the Securities Act of 1933, as amended) of the Company, and the Common Stock will upon issuance be freely tradable by such person.

Date:_____ Signature(s):_____

_____

(Sign exactly as your name(s) appear(s) on the other side of this Security)

Signature(s) guaranteed / notarized

by:

_____

(All signatures must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee, or be notarized.)

FORM OF REPURCHASE NOTICE

Certificate No. of Security: _____
Principal Amount of this Security: $_____

If you want to elect to have this Security purchased by the Company pursuant to Section 3.01 of the Indenture, check the box: ☐

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 3.01 of the Indenture, state the principal amount to be so purchased by the Company:

$ _____
(in an Authorized Denomination)

Date:_____ Signature(s): _____

_____
(Sign exactly as your name(s) appear(s) on the other side of this Security)

Signature(s) guaranteed / notarized by:

_____
(All signatures must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee, or be notarized.)

SCHEDULE A[11]

SCHEDULE OF INCREASES AND DECREASES IN THE GLOBAL SECURITY

GLOBAL PAYMENTS INC.
1.00% Convertible Senior Notes Due 2029

The initial principal amount of this Global Security is DOLLARS ($). The following increases or decreases in this Global Security have been made:

Date of Increases and Decreases	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Custodian

11 This is included in Global Securities.

EXHIBIT B-1A

FORM OF SECURITIES PRIVATE PLACEMENT LEGEND

Each Global Security and Physical Security that constitutes a Restricted Security shall bear the following "**Security Private Placement Legend**":

THIS SECURITY AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

AGREES FOR THE BENEFIT OF GLOBAL PAYMENTS INC. (THE "**COMPANY**") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE PURSUANT TO WHICH THIS SECURITY WAS ISSUED), EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER TO A SECURITY THAT DOES NOT BEAR A SECURITY PRIVATE PLACEMENT LEGEND IN ACCORDANCE WITH (D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED BY THE COMPANY IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

FORM OF COMMON STOCK PRIVATE PLACEMENT LEGEND

Each share of Common Stock that constitutes a Restricted Security shall bear the following "**Common Stock Private Placement Legend**":

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

AGREES FOR THE BENEFIT OF GLOBAL PAYMENTS INC. (THE "**COMPANY**") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE PURSUANT TO WHICH THIS SECURITY WAS ISSUED), EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER TO A SECURITY THAT DOES NOT BEAR A COMMON STOCK PRIVATE PLACEMENT LEGEND IN ACCORDANCE WITH (D) ABOVE, THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

FORM OF LEGEND FOR GLOBAL SECURITY

Any Global Security authenticated and delivered hereunder shall bear a legend (which would be in addition to any other legends required in the case of a Restricted Security) in substantially the following form:

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

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

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTIONS 2.15 AND 2.16 OF THE INDENTURE.

FORM OF ORIGINAL ISSUE DISCOUNT LEGEND

Any Security issued with "original issue discount" for United States federal income tax purposes shall bear a legend in substantially the following form:

THIS NOTE IS ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR PURPOSES OF SECTION 1271 ET SEQ. OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. A HOLDER MAY OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY FOR SUCH NOTE BY SUBMITTING A REQUEST FOR SUCH INFORMATION TO [GLOBAL PAYMENTS INC.][THE COMPANY] AT THE FOLLOWING ADDRESS: 3550 LENOX ROAD, ATLANTA, GA 30326, ATTENTION: [●].

EXHIBIT C

Form of Notice of Transfer Pursuant to Registration Statement

Global Payments Inc.
3550 Lenox Road
Atlanta, GA 30326
Attention: [●]
Email: [●]

[●], as Trustee
[●]
[●]

Attention: [●] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029)

Re: Global Payments Inc. (the "**Company**") 1.00% Convertible Senior Notes Due 2029 (the "**Securities**")

Ladies and Gentlemen:

Please be advised that has transferred [a beneficial interest in a Restricted Global Security (CUSIP:)][the Physical Security held in the name of (Certificate Number:)] in the principal amount of $ and shares of the Company's Common Stock, no par value, issuable on conversion of the Securities ("**Common Stock**") pursuant to an effective Registration Statement on Form S-3 (File No. 333-).

Very truly yours,

_____
(Name)

EXHIBIT D

FORM OF CERTIFICATE OF TRANSFER

[●], as Trustee
[●]
[●]

Attention: [ ] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029)

Re: 1.00% Convertible Senior Notes Due 2029

Reference is hereby made to the Indenture, dated as of [●], 2022 (the "**Indenture**"), between Global Payments Inc. (the "**Company**") and [●], as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "**Transferor**") owns and proposes to transfer [an interest in the Restricted Global Security (CUSIP:)][the Physical Security held in the name of (Certificate Number:)] in the principal amount of $ (the "**Transfer**"), to (the "**Transferee**") [who will take an interest in the (CUSIP:)]. In connection with the Transfer, the Transferor hereby certifies that:

[EITHER CHECK BOX 1 AND THE BOX IN THE APPLICABLE LETTERED PARAGRAPH UNDERNEATH, BOX 2, BOX 3 OR BOX 4]

1. ☐ CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY (OTHER THAN AN SL SECURITY).

(a) ☐ CHECK IF TRANSFER IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT. Such Transfer is being effected pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), and, if applicable, in compliance with the prospectus delivery requirements of the Securities Act.

(b) ☐ CHECK IF TRANSFER IS PURSUANT TO RULE 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Security Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest will no longer be subject to the restrictions on transfer enumerated in the Security Private Placement Legend printed on the Restricted Global Security and in the Indenture.

(c) ☐ CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Security Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest will not be subject to the restrictions on transfer enumerated in the Security Private Placement Legend printed on the Restricted Global Security and in the Indenture.

2. ☐ CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY (OTHER THAN AN SL SECURITY). The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act, and, accordingly, the Transferor hereby further certifies that the beneficial interest is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. The Restricted Global Securities will continue to be subject to the restrictions on transfer enumerated in the Security Private Placement Legend printed on the Restricted Global Securities and in the Indenture and the Securities Act.

3. ☐ CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY THAT IS AN SL SECURITY IN ACCORDANCE WITH THE INVESTMENT AGREEMENT. The Transfer is being effected pursuant to and in accordance with Section 4.14 of the Investment Agreement to (i) a Purchaser's Affiliate, including any SLG Affiliate, that executes and delivers to the Company a Joinder becoming a Purchaser party to the Investment Agreement and a duly completed and executed IRS Form W-9 (or a substantially equivalent form) or (ii) the Company or any of its Subsidiaries. Capitalized terms used in clauses (i) and (ii) of this paragraph 3 but not defined in the Indenture shall have the meanings ascribed to such terms in the Investment Agreement.

4. ☐ CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY THAT IS AN SL SECURITY IN ACCORDANCE WITH THE INVESTMENT AGREEMENT. The Transfer is being effected pursuant to and in accordance with Section 4.14 of the Investment Agreement to (i) a Purchaser's Affiliate, including any SLG Affiliate, that (1) is an entity organized or incorporated under the laws of the United States, any State thereof or the District of Columbia and is a U.S. Person and (2) executes and delivers to the Company a Joinder becoming a Purchaser party to the Investment Agreement and a duly completed and executed IRS Form W-9 or (ii) the Company or any of its Subsidiaries. Capitalized terms used in clauses (i) and (ii) of this paragraph 4 but not defined in the Indenture shall have the meanings ascribed to such terms in the Investment Agreement.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated: _____

EXHIBIT E

FORM OF CERTIFICATE OF EXCHANGE

[●], as Trustee
[●]
[●]

Attention: [ ]] (Global Payments Inc. 1.00% Convertible Senior Notes due 2029)

Re: 1.00% Convertible Senior Notes Due 2029

Reference is hereby made to the Indenture, dated as of [●], 2022 (the "**Indenture**"), between Global Payments Inc. (the "**Company**") and [●], as Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "**Owner**") owns and proposes to exchange [the Physical Security held in the name of (Certificate Number:)] [an interest in the Restricted Global Security (CUSIP:)] in the principal amount of $ for an interest in (CUSIP:) (the "**Exchange**"). In connection with the Exchange, the Owner hereby certifies that:

[EITHER CHECK BOX 1, BOX 2 OR BOX 3]

1. ☐ CHECK IF EXCHANGE IS FROM A PHYSICAL SECURITY OR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY TO A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY THAT IS AN SL SECURITY.

In connection with the Exchange of the Owner's Physical Security or beneficial interest in a Restricted Global Security for a beneficial interest in an Unrestricted Global Security that is an SL Security in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Securities and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Security Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Security is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. ☐ CHECK IF EXCHANGE IS FROM A PHYSICAL SECURITY OR A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY TO A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY THAT IS NOT AN SL SECURITY.

In connection with the Exchange of the Owner's Physical Security or beneficial interest in a Restricted Global Security for a beneficial interest in an Unrestricted Global Security that is not an SL Security in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Securities and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "**Securities Act**"), (iii) the restrictions on transfer contained in the Indenture and the Security Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Security is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

3. ☐ CHECK IF OWNER WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY THAT IS NOT AN SL SECURITY. In connection with the Exchange of the Owner's Physical Security or beneficial interest in a Restricted Global Security that is an SL Security for a beneficial interest in another Restricted Global Security that is not an SL Security in an equal principal amount, the Owner hereby certifies that such beneficial interest being acquired is for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Global Securities will continue to be subject to the restrictions on transfer enumerated in the Security Private Placement Legend printed on the Restricted Global Securities and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Owner]

By: _____
Name:
Title:

Dated: _____

EXHIBIT C

FORM OF JOINDER

EXHIBIT C

FORM OF JOINDER

The undersigned is executing and delivering this Joinder pursuant to that certain Investment Agreement, dated as of [●], 2022 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "Investment Agreement"), by and among Global Payments Inc., Silver Lake Alpine Galaxy Holdings, L.P. and Silver Lake Partners VI Galaxy Holdings, L.P., both Delaware limited partnerships, the other parties named therein and any other Persons who become a party thereto in accordance with the terms thereof. Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the Investment Agreement.

[By executing and delivering this Joinder to the Investment Agreement, the undersigned hereby adopts and approves the Investment Agreement and agrees, effective commencing on the date hereof, to become a party to, and to be bound by and comply with the provisions of, the Investment Agreement [and the Confidentiality Agreement][1] applicable to the Purchasers in the same manner as if the undersigned were an original Purchaser signatory to the Investment Agreement [and the Confidentiality Agreement].][2]

The undersigned acknowledges and agrees that Sections 6.02, 6.03, 6.04, 6.07, 6.08 and 6.12 of the Investment Agreement are incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

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1 [Insert to the extent the transferee is an Affiliate of Silver Lake.]

2 [Insert for an Affiliate of the Purchasers who is a transferee of Notes or Company Common Stock after Closing.]

Accordingly, the undersigned has executed and delivered this Joinder as of the day of , .

[ ]

By: _____
Name:
Title:

Address: _____

_____

_____

Telephone: _____
Facsimile: _____
Email: _____

EXHIBIT D

FORM OF ISSUER AGREEMENT

EXHIBIT D

FORM OF ISSUER AGREEMENT

August [●], 2022

[●][1]

Re: Loan Agreement entered into by [PURCHASER]

Ladies and Gentlemen:

This letter agreement is being entered into at the request of [PURCHASER][2] (the "Borrower"), in connection with that certain [Margin Loan and Security Agreement][3] dated as of August [●], 2022 (as amended and supplemented from time to time, the "Margin Loan Agreement")[4], between the Borrower, the other borrowers thereunder (collectively with the Borrower, the "Borrowers") and [●], as lender (including any agent acting therefor, the "Lender"). For purposes of this letter agreement, "Business Day" shall mean any day on which commercial banks are open in New York City, "DTC" shall mean The Depository Trust Company, the "Exercise of Remedies" shall mean the exercise of remedies by the Lender or other assignments, transfers or transactions with respect to the Pledged Convertible Notes or Pledged Common Stock (each as defined below) made in connection with an Event of Default or Market Value Cure Failure (each as defined in the Margin Loan Agreement) contemplated by the Margin Loan Agreement, and the "Transactions" shall mean the entry of the Borrower and the Lender into the Margin Loan Agreement and the transactions contemplated thereby, including the Exercise of Remedies.

Pursuant to the Margin Loan Agreement, the Lender is acquiring a first priority security interest in, inter alia, (x) 1.00% Convertible Senior Notes due 2029 (the "Convertible Notes" and, upon crediting of such Convertible Notes to the Collateral Account, the "Pledged Convertible Notes") of Global Payments, Inc. (the "Issuer") issued pursuant to an indenture (the "Indenture") between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and (y) certain shares of common stock of the Issuer that may be received upon conversion of the Convertible Notes from time to time (the "Common Stock" and, upon crediting of such shares of Common Stock to the Collateral Account, the "Pledged Common Stock") to secure the Borrowers' obligations under the Margin Loan Agreement. The Pledged Convertible Notes and any Pledged Common Stock will be credited or delivered to, and held in, one or more accounts of Borrower at a third-party custodian (the "Custodian") in each case subject to the security interest granted under the Margin Loan Agreement (each, a "Collateral Account", and collectively, the "Collateral Accounts").

In connection with the foregoing:

1. The Issuer confirms that based on the information provided to the Issuer prior to its execution of this letter agreement, it has no objection to the Transactions and none of the Transactions is subject to any insider trading or other policy or rule of the Issuer.

2. The Issuer confirms that the loan contemplated by the Margin Loan Agreement is a Permitted Loan as defined in the Investment Agreement (as defined in the Indenture, the "Investment Agreement"), and further agrees and acknowledges that the Borrower shall have the right to pledge or sell the Pledged Convertible Notes or Pledged Common Stock to the extent permitted in connection with Permitted Loans as described in the Investment Agreement.

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1 NTD: To confirm the lender.
2 NTD: To confirm the borrower.
3 NTD: To confirm.
4 Margin Loan Documents to be provided to GPN for review.

3. The Issuer acknowledges that the Borrower can assign by way of security to the Lender its rights under Article V of the Investment Agreement under the Margin Loan Agreement, to the extent permitted by Section 6.07(iv)(z) of the Investment Agreement, and confirms that it has no objection to the assignment of such rights under Article V of the Investment Agreement to the Lender or any transfers by the Lender of Pledged Convertible Notes or Pledged Common Stock under such Article V related thereto.

4. Except as required by applicable law and stock exchange rules, as determined in good faith by the Issuer, the Issuer will not take any actions intended to hinder or delay any Exercise of Remedies by the Lender pursuant to the Margin Loan Agreement. Without limiting the generality of paragraphs 5 through 10 below, the Issuer agrees, upon Lender's reasonable request after the occurrence of an Event of Default or a Market Value Cure Failure under the Margin Loan Agreement, to cooperate in good faith (and in accordance with, and subject in all cases to, the terms of the Indenture, usual and customary procedures of the trustee relating to the Convertible Notes and the transfer agent relating to such transfers generally and in accordance with applicable law and stock exchange rules) with the Lender, the Trustee and/or the transfer agent relating to the Common Stock in any transfer of Pledged Convertible Notes or Pledged Common Stock made pursuant to any exercise by the Lender of its remedies under the Margin Loan Agreement, including with respect to the removal of any restrictive legends to the extent not prohibited by applicable law.

5. In connection with any Exercise of Remedies, the Issuer shall take such actions as are within its reasonable control and reasonably requested by the Lender to cause the transfer and settlement of Pledged Convertible Notes (in accordance with, and subject in all cases to, the terms of the Indenture, usual and customary procedures of the trustee relating to the Convertible Notes and the transfer agent relating to such transfers generally and applicable law and stock exchange rules) within two (2) Business Days of notice by the Lender. Upon consummation of such transfer and settlement to the purchaser(s) designated by the Lender, such Pledged Convertibles Notes shall be (a) in book-entry DTC form if such Pledged Convertible Notes are (i) sold under a registration statement, (ii) sold under Rule 144 ("Rule 144") under the Securities Act of 1933, as amended (the "Securities Act") or (iii) then in book-entry DTC form, or (b) otherwise, in the form of Physical Securities (as defined in the Indenture).

6. In connection with any Exercise of Remedies, the Issuer shall take such actions as are within its reasonable control and reasonably requested by the Lender to cause the transfer and settlement of any shares of Common Stock received upon conversion or repurchase of the Pledged Convertible Notes (in accordance with, and subject in all cases to, the terms of the Indenture, usual and customary procedures of the trustee relating to the Convertible Notes and the transfer agent relating to such transfers generally and applicable law and stock exchange rules) within two (2) Business Days of notice by the Lender. Upon consummation of such transfer and settlement to the purchaser(s) designated by the Lender, such shares of Common Stock shall be (a) in book-entry DTC form, without any restricted legends and bearing an unrestricted CUSIP, if such shares are (i) sold under a registration statement, (ii) sold under Rule 144 or (iii) not otherwise restricted or control securities in the hands of such purchaser(s), or (b) otherwise, in certificated form bearing the restrictive legend set forth in Section 2.05(d) of the Indenture.

7. To the extent not already in book-entry DTC form, the Issuer will take such actions are within its reasonable control to cause the Pledged Convertible Notes and/or Pledged Common Stock to be put into book-entry DTC form, without any restricted legends and bearing an unrestricted CUSIP, promptly after the earlier of the Resale Restriction Termination Date (as defined in the Indenture) and, following the effectiveness of a registration statement under the Securities Act covering resale of the Pledged Convertible Notes and/or Pledged Common Stock, any sale pursuant to such registration statement.

8. In connection with any Exercise of Remedies whereby all or a substantial portion of the Pledged Convertible Notes or Pledged Common Stock is or may be sold in a private resale transaction exempt from registration under the Securities Act prior to the first anniversary of the date of issuance of the Pledged Convertible Notes, the Issuer shall provide, within three business days following a request by the Lender, a

reasonable opportunity for a customary business, legal and documentary diligence investigation to potential purchasers of such Pledged Convertible Notes and/or shares of Pledged Common Stock, as identified by the Lender in such notice, subject to customary non-disclosure agreements to be executed by any such purchaser; provided, that such diligence investigation is not unreasonably disruptive to the business of the Issuer and its subsidiaries.

9. The Issuer agrees with respect to any purchaser of Pledged Convertible Notes or Pledged Common Stock in a foreclosure sale (including the Lender or its affiliates) that is not, and has not been for the immediately preceding three months, an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer, that, if such notes or shares are then eligible for resale under Rule 144 (and such purchaser has satisfied the holding period set forth in Rule 144(d)) and, if such sale occurs prior to the Resale Restriction Termination Date, the Issuer meets the condition set forth in Rule 144(c)(1), it shall, upon request of such purchaser, remove any restrictive legend relating to Securities Act restrictions from such notes or shares and, if applicable, cause any such notes to be exchanged for beneficial interests in global notes held by DTC or its nominee.

10. The Lender covenants and agrees with the Issuer that, to the extent the Pledged Convertible Notes consist of SL Securities (as defined in the Indenture), then in connection with any Exercise of Remedies by the Lender pursuant to the Margin Loan Agreement whereby the Lender forecloses on, sells, or transfers the Pledged Convertible Notes to itself, any affiliate or a third party, it shall, in connection with any such foreclosure, sale or transfer, exchange such SL Securities in accordance with the Indenture for (i) if the SL Securities consist of beneficial interests in the SL Global Securities, beneficial interests in another Global Security (as defined in the Indenture) or (ii) if the SL Security is a Physical Security, for another Physical Security, such that, in either case, the transferee thereto does not own or hold any beneficial interest in any SL Security. Without limiting the generality of the foregoing, the Lender agrees and acknowledges that neither it nor any transferee that is not an Affiliate of Borrower shall be allowed to hold a beneficial interest in the SL Securities or exercise any conversion rights in respect thereof. The Issuer confirms that (a) the only requirement to effect the exchange described in this paragraph that will be imposed by it is compliance with DTC's customary procedures in connection with such exchange, (b) it will not require any certificate or instrument of transfer to effect such exchange and (c) if such exchange is effected after the Resale Restriction Termination Date, the notes delivered upon exchange shall bear an unrestricted CUSIP.

11. The Lender agrees and acknowledges that, prior to the occurrence of an Event of Default or a Market Value Cure Failure, the Lender shall not have the right to rehypothecate, use, borrow, lend, pledge or sell the Pledged Convertible Notes or Pledged Common Stock.

12. Any assignee of Lender's rights and obligations under the Margin Loan Agreement shall enter into a joinder to this Issuer Agreement in form and substance reasonably satisfactory to the Issuer, or shall deliver to the Issuer a counterpart, executed by the assignee, of a substantially identical agreement and the Issuer shall promptly accept such assignment.

[*Remainder of page intentionally left blank.*]

Accepted and agreed,

GLOBAL PAYMENTS INC., as Issuer

By: _____
Name:
Title:

[●], as Lender

By: _____
Name:
Title:

ANNEX A

PLAN OF DISTRIBUTION

The selling securityholders, including their pledgees, donees, transferees, distributees, beneficiaries or other successors in interest, may from time to time offer some or all of the notes or shares of common stock (collectively, "***Securities***") covered by this prospectus. To the extent required, this prospectus may be amended and supplemented from time to time to describe a specific plan of distribution.

The selling securityholders will not pay any of the costs, expenses and fees in connection with the registration and sale of the Securities covered by this prospectus, but they will pay any and all underwriting discounts, selling commissions and stock transfer taxes, if any, attributable to sales of the Securities. We will not receive any proceeds from the sale of Securities.

The selling securityholders may sell the Securities covered by this prospectus from time to time, and may also decide not to sell all or any of the Securities that they are allowed to sell under this prospectus. The selling securityholders will act independently of us in making decisions regarding the timing, manner and size of each sale. These dispositions may be at fixed prices, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, at varying prices determined at the time of sale, or at privately negotiated prices. Sales may be made by the selling securityholders in one or more types of transactions, which may include:

- purchases by underwriters, dealers and agents who may receive compensation in the form of underwriting discounts, concessions or commissions from the selling securityholders and/or the purchasers of the Securities for whom they may act as agent;
- one or more block transactions, including transactions in which the broker or dealer so engaged will attempt to sell the Securities as agent but may position and resell a portion of the block as principal to facilitate the transaction, or in crosses, in which the same broker acts as an agent on both sides of the trade;
- ordinary brokerage transactions or transactions in which a broker solicits purchases;
- purchases by a broker-dealer or market maker, as principal, and resale by the broker-dealer for its account;
- the pledge of Securities for any loan or obligation, including pledges to brokers or dealers who may from time to time effect distributions of Securities, and, in the case of any collateral call or default on such loan or obligation, pledges or sales of Securities by such pledgees or secured parties;
- short sales or transactions to cover short sales relating to the Securities;
- one or more exchanges or over the counter market transactions;
- through distribution by a selling securityholder or its successor in interest to its members, general or limited partners or shareholders (or their respective members, general or limited partners or shareholders);
- privately negotiated transactions;
- the writing of options, whether the options are listed on an options exchange or otherwise;
- distributions to creditors and equity holders of the selling securityholders; and
- any combination of the foregoing, or any other available means allowable under applicable law.

A selling securityholder may also resell all or a portion of its Securities in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, as amended (the "***Securities Act***"), provided it meets the criteria and conforms to the requirements of Rule 144 and all applicable laws and regulations.

The selling securityholders may enter into sale, forward sale and derivative transactions with third parties, or may sell securities not covered by this prospectus to third parties in privately negotiated transactions. In

connection with those sale, forward sale or derivative transactions, the third parties may sell securities covered by this prospectus, including in short sale transactions and by issuing securities that are not covered by this prospectus but are exchangeable for or represent beneficial interests in the common stock. The third parties also may use shares of common stock received under those sale, forward sale or derivative arrangements or shares of common stock pledged by the selling securityholder or borrowed from the selling securityholders or others to settle such third-party sales or to close out any related open borrowings of common stock. The third parties may deliver this prospectus in connection with any such transactions. Any third party in such sale transactions will be an underwriter and will be identified in a supplement or a post-effective amendment to the registration statement of which this prospectus is a part, as may be required.

In addition, the selling securityholders may engage in hedging transactions with broker-dealers in connection with distributions of Securities or otherwise. In those transactions, broker-dealers may engage in short sales of securities in the course of hedging the positions they assume with selling securityholders. The selling securityholders may also sell securities short and redeliver securities to close out such short positions. The selling securityholders may also enter into option or other transactions with broker-dealers which require the delivery of securities to the broker-dealer. The broker-dealer may then resell or otherwise transfer such securities pursuant to this prospectus. The selling securityholders also may loan or pledge Securities, and the borrower or pledgee may sell or otherwise transfer the Securities so loaned or pledged pursuant to this prospectus. Such borrower or pledgee also may transfer those Securities to investors in our securities or the selling securityholders' securities or in connection with the offering of other securities not covered by this prospectus.

To the extent necessary, the specific terms of the offering of Securities, including the specific Securities to be sold, the names of the selling securityholders, the respective purchase prices and public offering prices, the names of any underwriter, broker-dealer or agent, if any, and any applicable compensation in the form of discounts, concessions or commissions paid to underwriters or agents or paid or allowed to dealers will be set forth in a supplement to this prospectus or a post-effective amendment to this registration statement of which this prospectus forms a part. The selling securityholders may, or may authorize underwriters, dealers and agents to, solicit offers from specified institutions to purchase Securities from the selling securityholders. These sales may be made under "delayed delivery contracts" or other purchase contracts that provide for payment and delivery on a specified future date. If necessary, any such contracts will be described and be subject to the conditions set forth in a supplement to this prospectus or a post-effective amendment to this registration statement of which this prospectus forms a part.

Broker-dealers or agents may receive compensation in the form of commissions, discounts or concessions from the selling securityholders. Broker-dealers or agents may also receive compensation from the purchasers of Securities for whom they act as agents or to whom they sell as principals, or both. Compensation to a particular broker-dealer might be in excess of customary commissions and will be in amounts to be negotiated in connection with transactions involving securities. In effecting sales, broker-dealers engaged by the selling securityholders may arrange for other broker-dealers to participate in the resales.

In connection with sales of Securities covered hereby, the selling securityholders and any underwriter, broker-dealer or agent and any other participating broker-dealer that executes sales for the selling securityholders may be deemed to be an "underwriter" within the meaning of the Securities Act. Accordingly, any profits realized by the selling securityholders and any compensation earned by such underwriter, broker-dealer or agent may be deemed to be underwriting discounts and commissions. Selling securityholders who are "underwriters" under the Securities Act must deliver this prospectus in the manner required by the Securities Act. This prospectus delivery requirement may be satisfied through the facilities of the New York Stock Exchange in accordance with Rule 153 under the Securities Act or satisfied in accordance with Rule 174 under the Securities Act.

We and the selling securityholders have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act. In addition, we or the selling securityholders may agree to indemnify any underwriters, broker-dealers and agents against or contribute to any payments the underwriters, broker-dealers or agents may be required to make with respect to, civil liabilities, including liabilities under the Securities Act.

Underwriters, broker-dealers and agents and their affiliates are permitted to be customers of, engage in transactions with, or perform services for us and our affiliates or the selling securityholders or their affiliates in the ordinary course of business.

The selling securityholders will be subject to the applicable provisions of Regulation M of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, which provisions may limit the timing of purchases and sales of any of the Securities by the selling securityholders. Regulation M may also restrict the ability of any person engaged in the distribution of the Securities to engage in market-making activities with respect to the Securities. These restrictions may affect the marketability of such Securities.

In order to comply with applicable securities laws of some states or countries, the Securities may only be sold in those jurisdictions through registered or licensed brokers or dealers and in compliance with applicable laws and regulations. In addition, in certain states or countries the Securities may not be sold unless they have been registered or qualified for sale in the applicable state or country or an exemption from the registration or qualification requirements is available. In addition, any Securities of a selling securityholder covered by this prospectus that qualify for sale pursuant to Rule 144 under the Securities Act may be sold in open market transactions under Rule 144 rather than pursuant to this prospectus.

In connection with an offering of Securities under this prospectus, the underwriters may purchase and sell securities in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of securities than they are required to purchase in an offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the securities while an offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the underwriters have repurchased securities sold by or for the account of that underwriter in stabilizing or short-covering transactions.

These activities by the underwriters may stabilize, maintain or otherwise affect the market price of the Securities offered under this prospectus. As a result, the price of the Securities may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected on the New York Stock Exchange or another securities exchange or automated quotation system, or in the over-the-counter market or otherwise.