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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended April 3, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from _____ to _____

Commission File Number 000-17781

Gen Digital Inc.

(Exact name of registrant as specified in its charter)

Delaware	**77-0181864**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

60 E. Rio Salado Parkway,	**Suite 1000,**	**Tempe,**	**Arizona**	**85281**
(Address of principal executive offices)				*(Zip code)*

Registrant's telephone number, including area code:
(650) 527-8000

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**GEN**	**The Nasdaq Stock Market LLC**
Contingent Value Rights	**GENVR**	**The Nasdaq Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act:
None
(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐
						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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

Aggregate market value of the voting stock held by non-affiliates of the registrant, based upon the closing sale price of Gen Digital common stock on October 3, 2025 as reported on the Nasdaq Global Select Market: $15,555,822,937, based on a per share stock price of $27.82. Solely for purposes of this disclosure, shares of common stock held by each executive officer, director, and holder of 5% or more of the outstanding common stock have been excluded as of such date because such persons may be deemed to be affiliates. This determination of possible affiliate status is not a conclusive determination for any other purposes.

The number of shares of Gen Digital common stock, $0.01 par value per share, outstanding as of May 18, 2026 was 602,433,854 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2026 annual meeting of stockholders are incorporated herein by reference into Part III of this Annual Report on Form 10-K where indicated. Such Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended April 3, 2026.

GEN DIGITAL INC.

FORM 10-K

For the Fiscal Year Ended April 3, 2026

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"Gen," "we," "us," "our," and "the Company" refer to Gen Digital Inc. and all of its subsidiaries. Gen, Norton, Avast, LifeLock, MoneyLion, Avira, AVG, ReputationDefender, CCleaner and all related trademarks, service marks and trade names are trademarks or registered trademarks of Gen or other respective owners that have granted Gen the right to use such marks. Other names may be trademarks of their respective owners.

FORWARD-LOOKING STATEMENTS AND FACTORS THAT MAY AFFECT FUTURE RESULTS

The discussion below contains forward-looking statements, which are subject to safe harbors under the Securities Act of 1933, as amended (the Securities Act) and the Exchange Act of 1934, as amended (the Exchange Act). Forward-looking statements include statements that represent our expectations or beliefs concerning future events, including, without limitation, references to our ability to utilize our deferred tax assets, as well as statements including words such as “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “goal,” “intent,” “momentum,” “projects,” “forecast,” “outlook,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” and similar expressions. In addition, projections of our future financial performance; beliefs regarding our business and strategies; anticipated growth and trends in our businesses and in our industries; the consummation of or anticipated impacts of acquisitions (including our ability to achieve synergies from acquisitions, including, but not limited to, our acquisition of MoneyLion), expectations about certain markets, divestitures, restructurings, stock repurchases, financings, debt repayments, investment activities and our liquidity; the outcome or impact of pending litigation, claims or disputes; risks associated with third party providers; evolving regulations and increased scrutiny from regulators; our intent to pay quarterly cash dividends in the future; plans for and anticipated benefits of our products and solutions; anticipated tax rates, benefits and expenses; the global macroeconomic outlook, including but not limited to, the impact of inflation, fluctuations in foreign currency exchange rates, changes in interest rates, and the impact of new trade policy, including the implementation of global tariffs; retaliatory trade regulations and policies; economic disruptions caused by the potential impact of volatility and conflict in the geopolitical and economic environment; general uncertainty in the financial and capital markets; and other global macroeconomic factors on our operations and financial performance; and other characterizations of future events or circumstances are forward-looking statements. These statements are only predictions, based on our current expectations about future events and may not prove to be accurate. We do not undertake any obligation to update these forward-looking statements to reflect events occurring or circumstances arising after the date of this report. These forward-looking statements involve risks and uncertainties, and our actual results, performance, or achievements could differ materially from those expressed or implied by the forward-looking statements on the basis of several factors, including economic recessions, inflationary pressures and those other factors that we discuss in Item 1A. Risk Factors, of this Annual Report on Form 10-K. We encourage you to read those sections carefully. There may also be other factors that have not been anticipated or that are not described in our periodic filings with the Securities and Exchange Commission (SEC), generally because we did not believe them to be significant at the time, which could cause actual results to differ materially from our projections and expectations. All forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

SUMMARY RISK FACTORS

We are subject to a number of risks that, if realized, could materially and adversely affect our business, financial condition, results of operations, and cash flows and our ability to make distributions to our stockholders. Some of our more significant challenges and risks include, but are not limited to, the following, which are described in greater detail below:

- If we are unable to develop new and enhanced solutions and products, or continually improve the performance, features, and reliability of our existing solutions and products, our business and operating results could be adversely affected.
- We operate in a highly competitive and dynamic environment, and if we are unable to compete effectively, we could experience a loss in market share and a reduction in revenue.
- Issues in the development and deployment of AI, including generative AI and emerging AI-enabled cyber threats, could expose us to regulatory, privacy, IP, cybersecurity, operational and reputational risks.
- Our acquisitions and divestitures create special risks and challenges that could adversely affect our financial results.
- Our revenue and operating results depend significantly on our ability to retain our existing customers and increase their adoption of our offerings, convert existing non-paying customers to paying customers, and add new customers.
- If we fail to manage our sales and distribution channels effectively, if our partners choose not to market and sell our solutions to their customers, or if we have an adverse change in our relationships with key third-party partners, service providers or vendors, our operating results could be materially and adversely affected.
- Changes in industry structure and market conditions have and may continue to lead to charges related to discontinuance of certain products or businesses and asset impairments.
- Our international operations involve risks that could increase our expenses, adversely affect our operating results and require increased time and attention from management.
- Our future success depends on our ability to attract and retain personnel in a competitive marketplace.
- If we fail to offer high-quality customer support, our customer satisfaction may suffer and have a negative impact on our business and reputation.
- If the information provided to us by customers or other third parties is incorrect or fraudulent, we may misjudge a customer’s qualifications to receive our products and services and our results of operations may be harmed and could subject us to regulatory scrutiny or penalties.
- Our solutions, systems, websites and the data on these sources have been and may continue to be subject to cybersecurity events that could materially harm our reputation and future sales.

- We collect, use, disclose, store or otherwise process personal information and other sensitive data, which is subject to stringent and changing state and federal laws and regulations.
- Our inability to successfully recover from a disaster or other business continuity event could impair our ability to deliver our products and services, which could harm our business.
- We are dependent upon Broadcom for certain engineering and threat response services, which are critical to many of our products and business.
- Our solutions are complex and operate in a wide variety of environments, systems and configurations, which could result in failures of our solutions to function as designed.
- Negative publicity regarding our brand, solutions and business could harm our competitive position.
- Our reputation and/or business could be negatively impacted by sustainability and governance matters and/or our reporting of such matters.
- We are affected by seasonality, which has in the past and may in the future impact our revenue and results of operations.
- The legal and regulatory regimes governing certain of our products and services are uncertain and evolving.
- If we do not protect our proprietary information and prevent third parties from making unauthorized use of our products and technology, our financial results could be harmed.
- From time to time, we are party to lawsuits and investigations, which have previously and could in the future require significant management time and attention, cause us to incur significant legal expenses and prevent us from selling our products.
- Third parties have claimed and additional third parties in the future may claim that we infringe their proprietary rights.
- Some of our products contain “open source” software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect our business.
- Our substantial indebtedness and related debt obligations could limit our financial and operating flexibility and increase our vulnerability to adverse business and economic conditions.
- Our Amended Credit Agreement imposes operating and financial restrictions on us.
- The failure of financial institutions or transactional counterparties could adversely affect our current and projected business operations and our financial condition and results of operations.
- We rely on a variety of funding sources to support our business model. If our existing funding arrangements are not renewed or replaced or our existing funding sources are unwilling or unable to provide funding to us on terms acceptable to us, or at all, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.
- Adverse macroeconomic conditions have adversely affected and may continue to adversely affect the consumer finance industry and our MoneyLion business.
- Fluctuations in our quarterly financial results have affected the trading price of our stock in the past and could affect the trading price of our stock in the future.
- We may be required to issue shares under our contingent value rights agreement.
- Changes to our effective tax rate could increase our income tax expense and reduce (increase) our net income (loss), cash flows and working capital, and audits by tax authorities could result in additional tax payments for prior periods.
- Our corporate and legal entity structure, as well as our intercompany arrangements, are subject to the tax laws of multiple jurisdictions. These laws are complex and may be subject to differing interpretations by tax authorities. As a result, we may be required to pay additional taxes, interest, or penalties in various jurisdictions, which could adversely affect our results of operations.
- Our ability to use our deferred tax assets to offset future taxable income may be limited.

The above list is not exhaustive, and we face additional challenges and risks. Please carefully consider all of the information in this Annual Report on Form 10-K, including the matters set forth below in this Part I, Item 1A.

PART I

Item 1. *Business*

Purpose and Mission

Purpose: Powering Digital Freedom.

Mission: We create innovative and easy-to-use technology solutions that help people grow, manage and secure their digital and financial lives.

Our Values

Protecting people is what inspires us, and our people are at the core of what we do. We seek to attract talent that embraces the following values:

- **Customer Driven. Community Minded.** We are customer obsessed and drive positive impact.
- **Think Big. Be Bold.** We embrace change and innovate fearlessly.
- **Be Scrappy. Make it Happen.** Big or small, we get things done irrespective of title or role.
- **Play to Win. Together.** We win for our customers, with passion and integrity.

Company Overview

Gen Digital Inc. is a global leader in consumer Cyber Safety and Trust-Based Solutions, empowering people around the world to live safer digital lives while building confidence and control over their financial futures. Through its trusted brands including Norton, Avast, LifeLock, and MoneyLion, Gen helps people protect what matters most — their data, identity, privacy, reputation and financials — through award-winning cyber-security, online privacy, identity protection and financial wellness solutions used by nearly 500 million users in more than 150 countries. Today, digital life and financial life are increasingly intertwined, reshaping how people work, bank, shop, learn, connect and manage their households every day. Advances in cloud computing, mobile platforms, and artificial intelligence (AI) have expanded how consumers interact and transact online, and we expect technological advancements to continue to unlock new possibilities. At the same time, the expansion of consumers' digital footprint is increasing exposure to cyber risks. Cybercriminals are combining long-standing techniques such as phishing, vishing and smishing with data-driven social engineering, deepfakes, account-takeover attacks and abuse of generative-AI systems and AI agents to execute increasingly sophisticated scams, fraud and other attacks that target people's identities, privacy and finances. In this environment, we provide solutions designed to help consumers secure, control and manage their digital and financial lives.

We are well-positioned to drive awareness and adoption of Cyber Safety and Trust-Based Solutions for individuals, families, and small businesses, fueled by an increasingly connected world. We help prevent, detect and restore potential damages caused by cybercriminals. We also offer personal finance products, tools and content that deliver actionable insights and guidance to users. Our global, omni-channel sales approach includes direct, indirect and freemium channels and a family of brands, enabling us to grow our customer base and maximize the global reach of our products and services. To this end, we offer both free and paid subscription-based solutions, which are sold direct-to-consumer and through partner relationships. Most of our subscriptions are offered on annual terms, but we also provide monthly subscriptions. We also distribute both first-party and third-party product offerings through integrated marketplaces and other partner platforms.

As of April 3, 2026, we have approximately 500 million total users, which come from direct, partner and freemium channels. Of these total users, we have approximately 79 million paid customers which reflects all customers with at least one paid subscription as of the end of the period, and / or individuals with a unique account and at least one paid transaction in the trailing twelve months.

- **Direct-to-consumer channel:** We use advertising to elevate our family of brands, attract new customers and generate significant demand for our services. Our direct subscriptions are primarily sold through our e-commerce platform and mobile apps, and we have a direct billing relationship with the majority of these customers. We also offer our integrated core suite of financial products and services through our mobile applications and marketplace services.
- **Indirect partner distribution channels:** We use strategic and affiliate partner distribution channels to refer prospective customers to us and expand our reach to our partners' and affiliates' customer bases. We developed and implemented a global partner sales organization that targets new, as well as existing, partners to enhance our partner distribution channels. These channels include retailers, telecom service providers, employee benefit providers, strategic partners, small offices, home offices, and very small businesses. Physical retail represent a small portion of our distribution, which minimizes the impact of supply chain disruptions.
- **Freemium channels:** Our go-to-market is diversified with multiple freemium channels through brands like Avast. We use free versions of our products to reach the broadest set of consumers globally and bring cyber safety to a larger audience, especially in international markets. The free solution offers a baseline level of protection and presents premium functionalities based on the risk profile and specific needs of the user. The user can choose to add specific premium solutions or upgrade to suites that provide security, identity, and privacy across multiple platforms and devices, thereby becoming a paid customer.

- **Consumer and Enterprise marketplace:** The acquisition of MoneyLion further expanded our go-to-market reach through a consumer and enterprise marketplace, which is branded Engine by Gen. Consumers can access a broad range of personalized and actionable offers for both financial and non-financial products and services.

Our Strategy

Our strategy is focused on delivering long-term sustainable and disciplined growth. For more than a decade, we have protected people's digital lives. That is our foundation. Today, we are building something larger: a platform that moves beyond protection into full empowerment — giving people the confidence, tools, and insights to control, manage and grow their digital and financial lives.

We are positioned for long-term growth and expansion. Our three primary growth drivers are:

1. **Securing Digital Lives:** Extending and deepening our leadership in cyber safety by leveraging technology innovation to protect consumers, families, and small businesses against an evolving and increasingly sophisticated threat landscape, including emerging risks from AI-generated scams, deepfakes, and agentic threats, while delivering proactive, personalized safety companion across devices, browsers, and AI agents.
2. **Empowering Financial Wellness:** Expanding our trusted solutions platform to empower consumers to protect, manage and grow their financial lives — through identity protection, financial fraud protection, credit monitoring, earned wage access, personalized financial product insights, and a recommended platform of trusted third-party financial solutions — deepening the customer relationship from protection into empowerment and financial decision-making and compounding lifetime value across the platform.
3. **Scaling Gen's AI-Powered Platform Delivering a Trust Layer:** Connecting our ecosystem of brands, products, and partners through a unified data and AI infrastructure to deliver personalized, proactive, and increasingly automated experiences — closing the gap between what AI can do and what consumers trust it to do. Our platform turns user-permissioned data into trusted recommendations and actionable intelligence, positioning Gen as the trust layer for the AI economy.

The key elements of our strategy include the following:

- **Extend our leadership in Cyber Safety through AI-driven innovation:** Cyber Safety is a large market with an ever-evolving threat landscape. AI is simultaneously enabling more sophisticated attacks and more powerful defenses. Our strategy is to lead in both defense and empowerment, deploying AI-native capabilities such as our advanced scam detection engine, agentic security, and privacy protection solutions that anticipate threats before they materialize. Our telemetry across devices, identities, and financial signals powers a flywheel: more data improves detection, better detection builds trust, and trust drives growth. We continue to expand our portfolio into adjacent areas including family safety, small business protection, and AI-safe browsing to reach new customer cohorts and geographies.
- **Grow our customer base through multiple channels:** We maintain multiple go-to-market channels to reach new customers globally, including direct, app stores, and partnerships across various business models, such as premium, freemium, and embedded marketplaces. We leverage our expertise in digital marketing, our family of trusted brands, and our expanding network of telecom, financial institution, and employer benefit partners to grow our customer base. We have access to numerous first party financial products through MoneyLion as well as our Engine marketplace that extends distribution through partners, increasing the number of consumers that see our value proposition. We believe continued investment in these distribution channels, combined with the breadth of our first-party and third-party product portfolio, will allow us to efficiently acquire new customers across cyber safety and financial wellness.
- **Deepen customer value through cross-sell of all of our services: security, privacy, identity, reputation, and financial protection and empowerment:** We believe our approximately 500 million users — including 79 million paid customers — represent a significant and underleveraged opportunity to deliver trusted financial solutions. Our Engine marketplace connects consumers with over 600 third-party financial product providers across lending, insurance, credit, and banking, represents a hosted decisioning engine. We leverage our identity and behavioral data advantages to deliver personalized financial product recommendations to existing customers, increasing average revenue per user and strengthening the overall value of the Gen relationship. Customers with connected financial accounts demonstrate higher engagement, stronger ARPU, and better retention, which further deepens loyalty over time.
- **Continue our focus on customer retention and loyalty:** We continue to optimize and expand the value we provide to customers, which we believe positively impacts retention and lifetime value. We aim to increase customer engagement through actionable identity and financial alerts, AI-powered insights, and the introduction of new product capabilities and financial wellness community content. Comprehensive cyber safety membership adoption — integrating security, identity, privacy, and financial wellness into a single trusted relationship — reinforces our view that the future of cyber safety lies in all-in-one solutions and ultimately a seamless secure trust layer.
- **Leverage our global brands and partner network to drive reach and innovation:** We will continue building our family of trusted brands globally — Norton, Avast, LifeLock, MoneyLion and more — as we expand protection and empowerment to consumers across more than 150 countries. We will also continue to invest in our partner network, which includes over 650 channel partners and over 600 third-party product providers in Engine by Gen, to enrich the choices available to our customers and accelerate our reach into new markets and customer segments.

- **Scale our AI-powered platform to drive compounding growth:** We are investing in a unified data and AI platform that gives consumers structured, secure access to their most important information and puts the power of distribution in their hands, while connecting our brands, products, and third-party partners into a single intelligent ecosystem. This platform enables hyper-personalized recommendations, faster AI innovation across our portfolio, and new revenue streams through trust, data, and decisioning services. Over time, we expect it to shift our growth model from linear subscription economics toward compounding network effects, as each customer and partner interaction enriches the ecosystem.
- **Build the trust layer for the AI economy:** As AI agents move onto consumer devices, browsing the web and executing code on the user's behalf, the security stakes have fundamentally changed. We are building the trust layer for consumer AI: an AI-native browser, agentic protection integrated into our core memberships including an agentic VPN, and an agentic skill scanner establishing our platform as the security foundation for AI adoption. The assets required to win in this category — trusted brands, rich behavioral and financial data, broad global distribution — are difficult to replicate, creating a durable and compounding advantage as the market scales.
- **Pursue strategic transactions to enhance our competitive advantage:** To complement our organic growth strategy, we selectively pursue acquisitions, investments, and other strategic transactions that we believe can enhance our platform capabilities, expand our current lines of business, accelerate growth in existing or adjacent markets, strengthen our ecosystem, broaden our distribution reach, deepen our proprietary data and technology assets, or otherwise enhance our competitive position. We evaluate potential opportunities based on a variety of factors, including their strategic fit, ability to drive long-term value creation, operational and technological synergies, customer and user expansion opportunities, and financial returns. Our approach to acquisitions and other strategic transactions is guided by our financial discipline and balanced with our broader capital allocation priorities, which may include investments in innovation and growth initiatives, debt repayment, dividends, and share repurchases.

Operating Segment Information

We present financial information for our Cyber Safety Platform and Trust-Based Solutions operating segments to provide investors with greater transparency into the performance and drivers of our business. These segments reflect how our Chief Operating Decision Maker (our Chief Executive Officer) evaluates results, allocates resources, and assesses growth opportunities. By distinguishing between our core cybersecurity offerings and our Trust-Based Solutions, we enable investors to better understand the distinct market dynamics, revenue growth, and profitability profiles of each segment, as well as how they collectively support our long-term strategy and value creation.

Our Cyber Safety Platform Segment

Cyber Safety Platform includes our security, comprehensive suites, and privacy products, which deliver technology solutions and superior threat protection to help people navigate the digital world, securely, privately and with confidence. We develop our broad portfolio of Cyber Safety products and services based on consumer insights and continuously enhance our offerings through product innovation and technology integration, including acquired capabilities, to outpace evolving threats.

Our Cyber Safety portfolio provides protection across two primary categories, security and performance, and online privacy, and is delivered across multiple channels and geographies. Leveraging our technology platforms, we integrate software and service capabilities within these two categories into comprehensive and easy-to-use products and solutions across our brands.

We protect and empower consumers by providing solutions and services in two main ways:

- **Comprehensive membership plans:** Providing a comprehensive and all-in-one Cyber Safety portfolio of solutions for a membership fee. Plans are offered through Norton 360 and Avast One subscriptions, with both brands providing multiple levels of membership tiers that range from basic, mid-level, or premium tiers where online privacy features and identity and restoration services are included.
- **Point solutions:** Providing stand-alone products and services in security, device performance, and privacy, offering flexibility for consumers to choose between free or paid solutions. These products solve for a specific need, when you need it, and can add on to the value you already have. Please see below for our full set of products by category.

We are well-positioned across two key Cyber Safety categories:

- **Security and Performance:** Our offerings provide real-time threat protection for PCs, Macs and mobile devices against malware, ransomware, phishing, and other emerging cyber threats. These offerings monitor and block unauthorized access to the device to help protect and secure private and sensitive information. Scams have also continued to become more prevalent and sophisticated and we offer a range of AI-powered features integrated into Norton Cyber Safety products to provide always-on protection from today's most sophisticated scams across phone calls, texts, emails, deepfakes and websites. Norton Scam Protection and Scam Protection Pro utilize Norton Genie AI engine to analyze the meaning of words, not just links, helping to stop hidden scam patterns that even the most careful person can miss. We also offer solutions designed to help small businesses safeguard devices, online activities, and customer data. We also provide performance and optimization software solutions that improve device functionality by freeing up space, clearing online tracking, and managing system resources.
- **Online Privacy:** Our privacy solutions include virtual private network (VPN) offerings through the Norton, Avast and freemium brands. These solutions provide encrypted data tunnels and connections that allows customers to securely transmit and access private information, such as passwords, bank details, and credit card numbers, when accessing the

internet through their devices, including on public Wi-Fi networks. Our VPN solutions also incorporate advanced privacy, malware protection, and AI-powered protection against sophisticated cyber threats, including scams and phishing attacks. We also offer a variety of solutions under the Norton and Avast brands to enhance online privacy, including solutions that limit tracking while browsing online, through our AntiTrack and Secure Browser products, or services that help customers identify and remove personal information from public data broker sites, through our Privacy Monitor Assistant and BreachGuard products.

Our Trust-Based Solutions Segment

We have also evolved beyond Cyber Safety to offer Trust-Based solutions, including identity protection, restoration support services, digital reputation, and secure financial wellness, including our first-party MoneyLion products and our Engine marketplace offerings. These innovative solutions and insights empower consumers to manage their identity, reputation and finances confidently.

- **Identity Protection and Reputation:** In the United States, we offer Identity Theft protection as a premium membership service primarily through LifeLock, which includes monitoring of credit reports, the dark web, social media, and financial accounts to help detect potential misuse of and safeguard our customers' personal information. In the event of identity theft, we assign an Identity Restoration Specialist to work directly with customers to help restore their identities, and assist in the recovery process. All plans include reimbursements for certain losses and expenses incurred, with coverage limits of up to $3 million depending on the plan. Outside the United States, we offer identity solutions under the Norton, Avast, and other brands, which include dark web monitoring in over 50 countries, monitoring of credit, social media and financial accounts, restoration support, and identity theft insurance in select countries. We also provide digital reputation management services, which helps customers manage their personal branding online, including on search results, social media sites, and overall web presence.
- **Secure Financial Wellness:** In the United States, we offer modern personal finance products, tools, and financial-related content that delivers actionable insights and guidance to our users. Through our MoneyLion brand, we provide a broad suite of financial products and services to make premium banking, borrowing and investing accessible to everyone, enhanced with identity features so users can protect the wealth they build. We also operate and distribute embedded finance marketplace solutions that match consumers with personalized third-party offers from our partners, providing convenient access to an expansive breadth of financial solutions that enable customers to borrow, spend, save and achieve better financial outcomes. Our leading marketplace solutions provide valuable distribution, acquisition, growth, and monetization channels for our partners. This purpose-built platform helps consumers navigate all of their financial inflection points, combining our deep first-party product expertise, engaging content, marketplaces, innovative technology, data and AI capabilities to create the ultimate marketplace solution, Engine by Gen.

Innovation, Research and Development

Gen has a long history of innovation, and we plan to continue to invest in research and development to drive our long-term success.

As cyber threats evolve, and an increasing amount of our financial lives happen online, we are focused on delivering a portfolio that protects each element of our customers' digital and financial lives. To do this, we engage and listen to our customers, and we embrace innovation by deploying a global research and development strategy across our platform. Our engineering and product teams are focused on delivering new and enhanced versions of existing offerings, as well as developing entirely new offerings to drive the company's global leadership in cyber safety and secure financial wellness.

We are committed to our innovation and research and development efforts. The Technology team at Gen is driving the company's future technologies, new product development, innovation and helping guide the consumer cybersecurity and personal financial services industries. Our global technology research organization is focused on applied research projects, with the goal of rapidly creating new products to address consumer trends and grow the business, including defending consumer digital safety, privacy, identity and secure financial wellness. We also have a global threat response and security technology organization that is comprised of our dedicated team of threat and security researchers, supported by advanced systems to innovate security technology and threat intelligence.

We have one of the world's largest consumer cyber safety networks. Leveraging our capabilities, our global threat response team handles a wide variety of attacks, including social engineering attacks, file-based attacks, web and network-based attacks, privacy and data exfiltration attacks, identity theft attacks, algorithmic manipulation attacks, and more.

Our differentiated approach is powered by our global scale and visibility, geographically distributed cloud data platform, and advanced AI-based automation. Through our AI Foundry, we build advanced AI models to improve our user's experiences, by providing recommendations, insights, and personalized messaging tailored to their customer journey. We are also building AI-native products, AI agentic solutions, and the trust layer that makes powerful AI, safe and simple for everyday life.

Industry Overview

Cyber safety is a large market, fueled by the increase in activities online and the expanding digital lives of consumers globally. The core markets we participate in include security, identity, privacy, and increasingly, financial wellness. We believe the cyber safety market will continue to expand significantly, driven by the growing number of people connected to the internet and the accelerating convergence of their digital and financial lives.

The cyber threat landscape is larger and more complicated than ever before. Attack cycles have compressed, threats are more personalized and convincing, and they are almost always aimed at a financial outcome — drained accounts, stolen credentials, and fraudulent transactions. New technologies, smart devices, digital identities and an increasingly more connected world mean consumers will encounter a range of new cyber safety challenges. Consumer demands and behaviors are rapidly changing and driving more activities online, from shopping, socializing, working, banking, to other activities in healthcare, entertainment and so much more. Almost every aspect of a person's life has a digital component. Unfortunately, many of those activities are left unprotected, and attackers are exploiting this larger opportunity and the inherent security and privacy vulnerabilities. Cybercriminals have not only expanded their reach, but the sophistication of digital threats and attacks are becoming increasingly more realistic and believable. The rise of AI-generated deepfakes, synthetic identities, and autonomous AI agents — software that can browse, transact, and act on a consumer's behalf — introduces an entirely new attack surface and makes trust infrastructure more critical than ever.

At the same time, consumer demand for financial guidance and access is growing with equal urgency. Despite advances in financial technology, significant gaps remain: many consumers lack access to personalized, data-driven tools to help them manage, protect, and grow their financial lives. The embedded finance marketplace model — connecting consumers with personalized third-party offers across lending, insurance, credit, and banking — has emerged as a scalable and high-intent channel for closing this gap, meeting consumers at the moment they are most ready to act.

What is emerging is the convergence of cyber safety and financial wellness into a single consumer need. Almost every cyber threat ultimately targets a financial outcome, and almost every financial decision increasingly carries a digital risk. Consumers are no longer looking for a security product and a financial app — they are looking for a trusted platform that protects and empowers their entire digital and financial life, simultaneously and proactively.

We believe these dynamics — the expanding digital threat landscape, the growing demand for accessible financial wellness solutions, and the convergence of cyber safety and financial protection — will continue to drive demand for integrated platforms that address consumers' digital and financial needs together. Gen operates across both markets, connecting its family of Cyber Safety brands with financial wellness and marketplace capabilities to serve consumers across all aspects of their digital and financial lives.

Competitive Landscape

We operate in a highly competitive and dynamic environment. We face global competition from a broad range of companies, including software providers focusing on cyber safety solutions, platform and ecosystem providers such as Apple, Google and Microsoft, and 'pure play' companies that currently specialize in one or a few market segments, many of which are expanding their product portfolios into additional segments. We believe the competitive factors in our market include innovation, access to a breadth of consumer identity and financial data, broad and effective service offerings, brand recognition, effective technology, cost-efficient customer acquisition, strong retention rate, customer satisfaction, competitive price, convenience of purchase, ease of use, frequency of upgrades and reliable customer service. Our competitors may vary by offering, geography, business model and channel.

Our principal competitors are set forth below:

- **Security:** Our principal competitors in this segment include Apple, Bitdefender, ESET, F-Secure, Google, Kaspersky, Malwarebytes, McAfee, Microsoft, Trend Micro and Webroot.
- **Online Privacy:** Our principal competitors in this segment include Apple, Aura, Brave, DuckDuckGo, IPVanish, Kape, Mozilla, Nord Security and Proton.
- **Identity and Reputation:** Our principal competitors in this segment include credit bureaus such as Equifax, Experian and TransUnion, as well as certain credit monitoring and identity theft protection solutions from others such as Allstate, Aura, Generali (Iris), Intuit (Credit Karma) and Microsoft.
- **Secure Financial Wellness:** Our principal competitors in this segment include Bankrate, Chime, Dave, Intuit (Credit Karma), LendingTree, NerdWallet, Robinhood and SoFi.
- **Other Competitors:** In addition to competitors listed above, we also face competition from companies focused on one or a few of the above or adjacent categories. Many of these players are expanding into new segments and developing competing products. These include 'pure play' providers such as 1Password, Bark, Dashlane, LastPass, Life360, and Truecaller, as well as internet service providers, big tech platform providers, insurance companies and financial services organizations.

We believe we compete effectively based on the strength of our technology, people, product offerings, and presence across the key Cyber Safety and Trust-Based Solutions categories. However, some competitors have greater financial, technical, marketing, distribution or other resources than we do, including in new Cyber Safety and Trust-Based Solutions segments we may enter, giving them competitive advantages. As a result, they may be better positioned to invest in the development, marketing, and distribution of their offerings; provide competitive solutions at lower prices or for free; and introduce new solutions or respond to market developments and customer needs more quickly or cost-effectively than we can. In addition, for certain solutions or features, smaller, well-funded competitors may be able to innovate and adapt more quickly to evolving market dynamics and changing consumer needs.

For more information on the risks associated with our competitors, please see “Risk Factors” – Risks Related to Our Business Strategy and Industry – “We operate in a highly competitive and dynamic environment, and if we are unable to compete effectively, we could experience a loss in market share and a reduction in revenue” and “We may need to change our pricing models to compete successfully,” in Item 1A included in this Annual Report on Form 10-K.

Seasonality

As is typical for many consumer technology companies, portions of our business are impacted by seasonality. However, we believe the net impact on our business is limited. Seasonal behavior in orders primarily reflects consumer spending patterns during our fiscal third and fourth quarters, as order volume is generally higher due to the holidays in our third quarter, as well as due to follow-on holiday purchases and the U.S. tax filing season which is in our fourth quarter. Revenue generally reflects similar seasonal patterns but to a lesser extent than orders because of our subscription business model, as the majority of our in-period revenues are recognized ratably from our deferred revenue balance.

Human Capital Management

At Gen, our mission is to build a comprehensive and easy-to-use integrated portfolio that prevents, detects and responds to cyber threats and cybercrimes in today’s digital world. Our ability to execute on this mission depends on attracting, developing, and retaining a highly skilled and engaged workforce.

- **General Employee Demographics:** As of April 3, 2026, we employed approximately 3,900 team members across more than 20 countries. With dual headquarters in Tempe, Arizona, and in Prague, Czech Republic, we have over 1,400 active employees located in the United States and nearly 800 active employees in the Czech Republic. None of our U.S. employees are represented by a labor union or covered by a collective bargaining agreement.
- **Employee Development and Training:** Our people programs are designed to provide our team members with the resources and opportunities needed to grow and succeed. During fiscal 2026, we continued to invest in learning and development through our Learn@Gen platform and program, which provides employees with access to a broad range of digital and in person learning content and development opportunities. These offerings include the LinkedIn Learning catalog, Gen Mentorship programs, Peer Learning Academics, and leadership development initiatives.
- **Employee Engagement:** We are committed to fostering a positive and productive work environment. Employee feedback is a critical component of this effort. We maintain an ongoing dialogue with our workforce through our Engage pulse surveys, which focus on targeted topics and inform actions and continuous improvements across the organization.
- **Benefits, Health and Wellness:** At Gen, we value our people and are committed to reinforcing a positive and supportive experience through the programs and benefits we provide which are designed to support physical, mental and financial well-being in an integrated and equitable manner. Our employee value proposition, Life@Gen, is centered on choice, flexibility, and growth, and reflects our holistic approach to the employee experience.
- **Human Capital Governance:** Our Board of Directors, through its Compensation and Leadership Development Committee, provides oversight of our human capital management strategies. We work closely with the Committee on matters including executive compensation, overall reward strategy, talent management, talent acquisition, leadership development, succession planning, retention, and employee engagement.

Intellectual Property

Our intellectual property (IP) is an important and vital asset that enables us to develop, market, and sell our software products and services and enhance our competitive position. We are a leader among consumer cyber safety and secure financial wellness solutions in pursuing patents and currently have a portfolio of over 1,000 U.S. and international patents issued with many additional patents pending. We protect our intellectual property rights and investments in a variety of ways to safeguard our technologies and our long-term success. Our IP portfolio is spread across different entities and in multiple countries. As we continue to expand our international operations, we have developed a strategy to ensure global distribution of our IP aligns with our long-term strategic objectives, business model, and goals. We work actively in the U.S. and internationally to ensure the enforcement of copyright, trademark, trade secret and other protections that apply to our software products and services. The term of the patents we hold is, on average, in excess of ten years.

From time to time, we enter into cross-license agreements with other technology companies covering broad groups of patents. We also use software from third parties in our business and generally must rely on those third parties to protect the licensed rights. This can include open source software, which is subject to limited proprietary rights. While it may be necessary in the future to seek or renew licenses relating to various aspects of our products, services, and business methods, we believe, based upon past experience and industry practice, such licenses generally can be obtained on commercially reasonable terms. The ability to maintain and protect our intellectual property rights is important to our success, but we believe our business is not materially dependent on any individual patent, copyright, trademark, trade secret, license, or other intellectual property right.

However, circumstances outside our control could pose a threat to our intellectual property rights. Effective intellectual property protection may not be available, and the efforts we have taken to protect our proprietary rights may not be sufficient or effective. Any significant impairment of our intellectual property rights could harm our business or our ability to compete. In addition, protecting our intellectual property rights is costly and time consuming. Any unauthorized disclosure or use of our intellectual property could make it more expensive to do business and harm our operating results.

In addition, a large number of patents, copyrights and trademarks are owned by other companies in the technology industry. Those companies may request license agreements, threaten litigation, or file suit against us based on allegations of infringement or other violations of intellectual property rights.

For more information on the risks associated with our intellectual property, please see “Risk Factors” in Item 1A included in this Annual Report on Form 10-K.

Governmental Regulation

We collect, use, store or disclose an increasingly high volume, and variety of personal information, including from employees and customers, in connection with the operation of our business. The personal information we process is subject to an increasing number of federal, state, local and foreign laws regarding privacy and data security.

Gen is also subject to extensive and evolving federal, state laws and regulations governing consumer financial products and services, including laws relating to consumer protection, fair lending, anti-money laundering, electronic payments, money transmission, credit reporting and licensing. Certain of our products and platform are regulated and supervised by various governmental and regulatory authorities, including the Consumer Financial Protection Bureau, the Federal Trade Commission and state banking and financial services regulators. Applicable compliance requirements include, among others, regulations relating to unfair, deceptive or abusive acts or practices, lending and servicing activities, electronic fund transfers, customer disclosures, sanctions compliance, cybersecurity and the collection, use and protection of consumer data.

For information on the risks associated with complying with privacy and data security laws, please see “Risk Factors” in Item 1A included in this Annual Report on Form 10-K.

Available Information

Our internet homepage is located at GenDigital.com. We make available our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports as soon as reasonably practicable after we electronically file such material with the SEC on our investor relations website located at Investor.GenDigital.com. We also use our website as a tool to disclose important information about the company and comply with our disclosure obligations under Regulation Fair Disclosure. The information contained, or referred to, on our website, including in any reports that are posted on our website, is not part of this annual report unless expressly noted. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding our filings at http://www.sec.gov.

Item 1A. *Risk Factors*

A description of the risk factors associated with our business is set forth below and in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Legal Proceedings,” “Quantitative and Qualitative Disclosures About Market Risk” and “Controls and Procedures.” The list is not exhaustive, and you should carefully consider these risks and uncertainties before investing in our common stock.

RISKS RELATED TO OUR BUSINESS STRATEGY AND INDUSTRY

If we are unable to develop new and enhanced solutions and products, or continually improve the performance, features, and reliability of our existing solutions and products, our business and operating results could be adversely affected.

Our future success depends on our ability to effectively respond to evolving consumer threats, technological advancements, competitive developments and industry changes, by developing or introducing new and enhanced solutions and products on a timely basis. We have incurred, and will continue to incur, significant research and development expenses, including investments in AI, to drive organic growth and reduce reliance on third-party technologies. If these investments do not produce the anticipated benefits, or if such benefits are delayed, our operating results could be adversely affected.

We must continually address the challenges of dynamic and accelerating market trends and competitive developments. The development and integration of new technologies — including generative AI (“Gen AI”) and machine learning — is complex, time-consuming, and subject to significant risks. New technologies may contain errors, vulnerabilities, or unintended outputs, including incorrect or biased results, that are not easily detectable, which could lead to customer dissatisfaction, reputational harm, litigation, or increased regulatory scrutiny. Customers may also demand features or capabilities that our current solutions do not offer, and failure to innovate in a timely and cost-effective manner could impair our ability to retain existing customers and attract new customers.

The development and introduction of new solutions involve significant commitments of time and resources and are subject to risks and challenges including but not limited to:

- Lengthy development cycles;
- Evolving industry and regulatory standards and technological developments, including AI and machine learning, by our competitors and customers;
- Rapidly changing customer preferences and accurately anticipating technological trends or needs;
- Evolving platforms, operating systems, and hardware products, such as mobile devices;
- Product and service interoperability challenges with customer’s technology and third-party vendors;
- The integration of products and solutions from acquired companies;

- Availability of engineering and technical talent;
- Entering new or unproven market segments;
- New and evolving regulation; and
- Executing new product and service strategies.

In addition, third parties, including, but not limited to, operating systems and internet browser companies, have in the past and may in the future limit the interoperability of our solutions with their own products and services, including to promote competing offerings. Such actions could delay the development of, impair the functionality of, or reduce the demand for our solutions and products, which could result in decreased revenue, harm to our reputation, and adverse effects on our business, financial condition, results of operations, and cash flows.

If we fail to manage these risks effectively, or if our new or improved solutions or products are not technologically competitive or do not achieve market acceptance, our business and operating results could be adversely affected.

We operate in a highly competitive and dynamic environment, and if we are unable to compete effectively, we could experience a loss in market share and a reduction in revenue.

We operate in intensely competitive and dynamic markets characterized by rapid technological developments, evolving industry and regulatory standards and market trends, changing customer requirements and preferences, and frequent new product introductions and improvements. We have experienced, and expect to continue to experience, significant competitive pressures. If we are unable to anticipate or respond effectively to these continually evolving conditions, we could lose market share, experience pricing pressure, and incur reduced revenues, which could materially and adversely affect our business, financial condition, results of operations, and cash flows.

To compete successfully, we must maintain a robust and innovative research and development effort, enhance our existing solutions and products, introduce new offerings on a timely basis, and effectively adapt to changes in the technology, financial technology, AI, privacy and data protection standards and trends.

Our cyber safety and financial wellness businesses compete with a broad range of companies, including established security software vendors, operating system and platform providers, companies who specialize in a niche segment of the cyber safety market and which are expanding their portfolios into competing cyber safety products, traditional banks and credit unions, licensed and non-bank digital financial service providers, specialty finance companies, digital wealth management and brokerage platforms, embedded finance providers, financial marketplaces, and other technology companies. Many of these competitors have longer operating histories, greater brand recognition, larger customer bases, and significantly greater financial, technical, and marketing resources than we do. They may be able to offer more competitive pricing or terms, bundle products more effectively, introduce new, enhanced, broader or more specialized offerings more quickly (including for free), or respond more rapidly to technological and consumer trends. We expect our competition to continue to increase, as there are generally no substantial barriers to entry into the markets we serve.

In addition, operating system and platform providers increasingly incorporate native security, privacy, and financial features into their products, often at no additional cost, which may reduce demand for our offerings or diminish their differentiation. We also depend on strategic distribution and bundling relationships, and partners have in the past replaced, and may in the future replace, our solutions with competing or internally developed offerings, promote competing products more favorably, or limit interoperability. Industry consolidation, vertical integration, and the introduction of new or alternative technologies may further intensify competition.

We cannot be sure that we will accurately predict how the markets in which we compete or intend to compete will evolve. Failure on our part to anticipate changes in our markets and to develop solutions and enhancements that meet the demands of those markets or to effectively compete against our competitors will significantly impair our business, financial condition, results of operations, and cash flows.

Issues in the development and deployment of AI, including generative AI and emerging AI-enabled cyber threats, could expose us to regulatory, privacy, IP, cybersecurity, operational and reputational risks.

We have incorporated, and are continuing to develop and deploy, AI, including Gen AI, into many of our products, solutions and services. AI systems, including AI internally developed and AI present in third party solutions, may be flawed, contain errors or vulnerabilities, reflect unintended bias, or produce inaccurate, misleading or “hallucinatory” outputs, and such deficiencies may not be easily detectable. Customers may rely on AI-generated outputs in making financial, security or other significant decisions. If AI-enabled features in our products produce incorrect, incomplete or biased outputs, we could face claims of misrepresentation, negligence, product liability or other legal theories, as well as customer dissatisfaction, reputational harm and loss of business. Furthermore, we may face allegations of misrepresentations or “AI washing” if our disclosures about our AI capabilities or our AI-related governance are deemed to be exaggerated or misleading, which could result in enforcement actions, litigation or reputational harm.

AI can present ethical issues and may subject us to new or heightened legal, regulatory, ethical, or other challenges, including issues relating to discrimination, intellectual property infringement or misappropriation, violation of rights of publicity, inability to assert ownership of inventions and works of authorship, loss of trade secrets, defamation, data privacy, and cybersecurity; and inappropriate or controversial data practices by third-party partners, developers and end-users, or other factors adversely affecting public opinion of AI, could impair the acceptance of AI solutions, including those incorporated in our products and services. If the AI solutions that we create or use are deficient, inaccurate or controversial, we could incur

operational inefficiencies, competitive harm, legal liability, brand or reputational harm, or other adverse impacts on our business and financial results.

In addition, if we do not have sufficient rights to use the data or other material or content on which our AI tools rely, we also may incur liability through the violation of applicable laws and regulations, third-party intellectual property, privacy or other rights, or contracts to which we are a party. The use or adoption of AI technologies in our products may also result in exposure to claims by third parties of copyright infringement or other intellectual property misappropriation, which may require us to pay compensation or license fees to third parties. For example, the large datasets used to train Gen AI technologies or output generated by Gen AI technologies may contain materials that may subject us to third-party claims of intellectual property infringement or violations of rights of publicity. This risk is exacerbated with respect to our use of third-party Gen AI technologies, as it can be very difficult, if not impossible, to validate the processes used by third-party Gen AI technology providers in their collection and use of training data or the algorithm to produce outputs.

In addition, regulation of Gen AI is rapidly evolving worldwide as legislators and regulators are increasingly focused on these powerful emerging technologies. The technologies underlying Gen AI and its uses are currently subject to a variety of laws and regulations, including intellectual property, privacy, data protection and information security, consumer protection, competition, and equal opportunity laws, and are expected to be subject to increased regulation and new laws or new applications of existing laws and regulations. Gen AI is the subject of ongoing review by various U.S. governmental and regulatory agencies, and various U.S. states and other foreign jurisdictions are applying, or are considering applying, their platform moderation, cybersecurity, and data protection laws and regulations to Gen AI or are considering general legal frameworks for Gen AI. For example, the EU AI Act, which came into force on August 1, 2024, will generally become fully applicable after a two-year transitional period, with certain obligations taking effect at an earlier or later time. The EU AI Act introduces various requirements for AI systems and models placed on the market or put into service in the EU, including specific transparency and other requirements for general purpose AI systems and the models on which they are based. In addition, several U.S. states, such as California and Colorado, have proposed or enacted laws regarding automated decision-making, deepfakes, algorithmic discrimination and so called “high-risk” AI technologies (mandating, among other provisions, requirements for risk management, impact assessments, consumer notices and human oversight). At the federal level, a December 2025 executive order endorsed a federal moratorium on enforcement of state AI laws and the White House released in March 2026 a National Policy Framework for Artificial Intelligence, outlining nonbinding legislative recommendations to inform congressional consideration of a unified federal approach to AI regulation. Ongoing tension between the states and the federal government over how best to regulate AI may result in increased uncertainty, risk and compliance costs for our business. If we cannot use AI, or if our use of AI is restricted, it could lead to business disruption, inefficiency, or competitive disadvantage. Replacement of these technologies with compliant alternatives could require substantial capital expenditures or lead to a loss of proprietary data.

Furthermore, because AI technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal, operational or technological risks that may arise relating to the use of AI, including the increased use of agentic AI and the heightened risk it poses to data privacy and cybersecurity. The rapid evolution of AI, including potential government regulation of AI, requires us to invest significant resources to develop, test, and maintain AI in our products and services in a manner that meets evolving requirements and expectations and we may need to expend resources to adjust our offerings in certain jurisdictions if the legal frameworks are inconsistent across jurisdictions. Developing, testing, and deploying AI systems may also increase the cost profile of our offerings due to the nature of the computing costs involved in such systems.

Our acquisitions and divestitures create special risks and challenges that could adversely affect our financial results.

As part of our business strategy, we may acquire or divest businesses or assets. For example, we acquired MoneyLion in April 2025. Our acquisition and divestiture activities have and may continue to involve a number of risks and challenges, including:

- Complexity, time and costs associated with managing these transactions, including the integration of acquired and the winding down of divested business operations, workforce, products, services, IT systems and technologies;
- Challenges in maintaining uniform standards, controls, procedures and policies within the combined organization;
- Challenges in retaining the customers of acquired businesses, providing the same level of service to existing customers with reduced resources, or retaining the third-party relationships, including with suppliers, service providers, and vendors, among others;
- Diversion of management time and attention;
- Loss or termination of employees, including costs and potential institutional knowledge loss associated with the termination or replacement of those employees;
- Assumption of liabilities of the acquired and divested business or assets, including pending or future litigation, investigations or claims related to the acquired business or assets;
- Addition of acquisition-related debt;
- Difficulty entering into or expanding into new markets or geographies;
- Increased or unexpected costs and working capital requirements;
- Dilution of stock ownership of existing stockholders;

- Ongoing contractual obligations and unanticipated delays or failure to meet contractual obligations;
- Regulatory risks, including remaining in good standing with existing regulatory bodies or receiving any necessary approvals, as well as being subject to new regulators with oversight over an acquired business;
- Substantial accounting charges for acquisition-related costs, asset impairments, amortization of intangible assets and higher levels of stock-based compensation expense; and
- Difficulty in realizing potential benefits, including cost savings and operational efficiencies, synergies and growth prospects from integrating acquired businesses.

We may not be able to identify appropriate business opportunities that benefit our business strategy or otherwise satisfy our criteria to undertake such opportunities. Even if we do identify potential strategic transactions, we may not be successful in negotiating favorable terms in a timely manner or at all or in consummating the transaction, and even if we do consummate such a transaction, it may not generate sufficient revenue to offset the associated costs, may not otherwise result in the intended benefits or may result in unexpected difficulties and risks. Macroeconomic factors, such as fluctuating tariffs, trade wars, high inflation, high interest rates, and volatility in foreign currency exchange rates and capital markets could negatively influence our future acquisition opportunities. Moreover, to be successful, large complex acquisitions depend on large-scale product, technology, and sales force integrations that are difficult to complete on a timely basis or at all and may be more susceptible to the special risks and challenges described above. Any of the foregoing, and other factors, could harm our ability to achieve anticipated levels of profitability or other financial benefits from our acquired or divested businesses, product lines or assets or to realize other anticipated benefits of divestitures or acquisitions.

Our revenue and operating results depend significantly on our ability to retain our existing customers and increase their adoption of our offerings, convert existing non-paying customers to paying customers, and add new customers.

It is important to our cyber and financial technology businesses that we retain existing customers and that our customers expand their use of our solutions and products over time. If our efforts to sell additional functionality, products and services to our customers and clients are not successful, our business and growth prospects would suffer. Customers may choose not to renew their membership with us at any time and may stop utilizing our revenue-generating products. For our solutions sold to customers on a monthly or annual subscription basis, renewing customers may require additional incentives to renew, may not renew for the same contract period, or may change their subscriptions. We therefore may be unable to retain our existing customers on the same or more profitable terms, if at all. In addition, we may not be able to accurately predict or anticipate future trends in customer retention or effectively respond to such trends.

Our customer retention rates may decline or fluctuate due to a variety of factors, including the following:

- Our customers' levels of satisfaction or dissatisfaction with our solutions, the value they place on our solutions and availability of our solutions;
- The quality, breadth, and prices of our solutions, including solutions offered in emerging markets;
- Our general reputation and events impacting that reputation;
- The services and related pricing offered by our competitors; including increasing the availability and efficacy of free solutions;
- Increases in costs we incur and may pass on to our customers in order to offer our products or services;
- Disruption by new services or changes in law or regulations that impact the need for or efficacy of our products and services;
- Changes in auto-renewal and other consumer protection regulations;
- Our customers' dissatisfaction with our efforts to market additional products and services;
- Our customer service and responsiveness to the needs of our customers;
- Changes in our target customers' spending levels as a result of general economic conditions, inflationary pressures or other factors; and
- The quality and efficacy of our third-party partners who assist us in renewing customers' subscriptions.

Declining customer retention rates could cause our revenue to grow more slowly than expected or decline, and our operating results, gross margins and business will be harmed. In addition, our ability to generate revenue and maintain or improve our results of operations partly depends on our ability to cross-sell our solutions to our existing customers and to convert existing non-paying customers to paying customers and add new customers. We may not be successful in cross selling our solutions because our customers may find our additional solutions unnecessary or unattractive. Our failure to sell additional solutions to our existing customers, failure to convert existing non-paying customers to paying customers or add new customers could adversely affect our ability to grow our business.

An important part of our growth strategy involves continued investment in direct marketing efforts, indirect partner distribution channels, expanding partner relationships, freemium channels, our sales force, and infrastructure to add new customers. The number and rate at which new customers purchase our products and services depends on a number of factors, including those outside of our control, such as customers' perceived need for our solutions and products, competition, general economic conditions, market transitions, product obsolescence, technological change, public awareness of security threats to IT systems,

macroeconomic conditions, and other factors. New customers, if any, may subscribe or renew their subscriptions, or utilize our products and solutions, at lower rates than we have experienced in the past, introducing uncertainty about their economic attractiveness and potentially impacting our financial results.

Additionally, there are inherent challenges in measuring the usage of our products and solutions across our brands, platforms, regions, and internal systems, and therefore, calculation methodologies for direct customer counts may differ, which may impact our ability to measure the addition of new customers and our understanding of certain details of our business. The methodologies used to measure these metrics require judgment and are also susceptible to algorithms or other technical errors. From time to time, we review our metrics and may discover inaccuracies or make adjustments to improve their accuracy, which can result in adjustments to our historical metrics. Our ability to recalculate our historical metrics may be impacted by data limitations or other factors that require us to apply different methodologies for such adjustments. If investors do not perceive our operating metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our results of operations and financial condition could be adversely affected.

We may need to change our pricing models to compete successfully.

The intense competition and evolving general and economic business conditions (including rising government debt levels, potential government policy shifts, changing U.S. consumer spending patterns, economic volatility, fluctuating tariff rates, trade wars, and high inflation and interest rates, among other things), may require us to change our pricing practices.

If our competitors offer deep discounts on certain solutions, provide offerings, or offer free introductory products that compete with ours, we may experience pricing pressure and may be unable to retain current customers and clients or attract new customers and clients at consistent prices within our operating budget. To compete effectively, we may need to lower prices, offer promotional or freemium products, or otherwise change our pricing models. Conversely, if we increase prices in response to economic conditions, cost pressures or strategic considerations, we may experience reduced customer acquisition and retention. Any such pricing changes could reduce revenue, margins and profitability.

Additionally, our solutions are discretionary purchases, and customers may reduce or eliminate their discretionary spending during periods of economic uncertainty, inflation, elevated interest rates, trade disruptions or other macroeconomic stress. We have experienced and may continue to experience a material increase in cancellations by customers or reduced retention during such periods.

Many of Avira's and Avast's users are freemium subscribers, meaning they do not pay for its basic services, and our growth strategy for their respective products depends upon attracting and converting Avira's and Avast's freemium users to a paid subscription option. Numerous factors, however, have previously and may continue to impede our ability to attract and retain free users, convert these users into paying customers and retain them as paying customers.

If we fail to manage our sales and distribution channels effectively, if our partners choose not to market and sell our solutions to their customers, or if we have an adverse change in our relationships with key third-party partners, service providers or vendors, our operating results could be materially and adversely affected.

A significant portion of our revenue is generated through indirect sales and distribution channels, including distributors, resellers, telecom service providers and strategic partners that bundle or incorporate our products into their offerings. In our MoneyLion business specifically, we also depend on channel partners that provide access to consumers – such as news sites, content publishers, product comparison sites and financial institutions – and on product partners that offer financial products through our marketplace platform.

Our channel and partner agreements are generally nonexclusive, impose no minimum sales or marketing commitments and may be terminated or renegotiated at any time, potentially on less favorable terms. Many of our partners frequently offer competing products or services and may prioritize those offerings based on pricing, promotional support, incentives, economics or strategic considerations.

Sales and revenues generated through indirect channels are subject to general economic conditions, competitive dynamics, changes in partner strategy and performance and partner financial health. For example, in our MoneyLion business, our success depends in part on the delivery of qualified consumer lead inquiries and conversions to completed transactions for various financial products to product partners. However, the failure of our marketplace platform to effectively connect and match consumers from our channel partners with product offerings from our product partners in a manner that results in converted customers and increased revenue for such product partners could cause product partners to cease spending marketing funds on our marketplace platform, which could have a material adverse impact on our ability to maintain or increase our marketplace revenue. Any reduction in partner sales efforts, termination of key relationships, delays in payment, adverse changes in commercial terms or other adverse channel developments could materially and adversely affect our revenue, margins and operating results.

In addition, the success of our business and our ability to engage and retain customers in our platform are dependent in part on our ability to produce or acquire popular content, which in turn depends on our ability to retain content creators and rights to content for our platform. We may in the future incur increasing revenue-sharing costs to compensate content creators for producing original content.

We have limited control over our partners' business practices, and any misconduct, regulatory or legal noncompliance, financial distress, reputational harm or failure to perform involving a partner could negatively affect our brand, customer relationships and operations. If a partner fails to perform its obligations or comply with applicable requirements, our operations and financial results could be negatively impacted.

Consolidation among retailers, online platforms, financial institutions or other distribution intermediaries may increase their negotiating leverage, reduce available distribution channels for us and negatively affect pricing and margins. In our MoneyLion business, changes in product partners' underwriting standards, marketing budgets, financial condition or strategic priorities could reduce the availability of financial products on our platform, decrease marketing and advertising revenue, delay payments or otherwise negatively affect our results.

In general, any changes in these relationships or loss of these partners or vendors, any failure of them to perform their obligations in a timely manner or at all or if they were to cease to provide such functions for any reason, could degrade the functionality of our platform, materially and adversely affect usage of our products and services, impose additional costs or requirements or disadvantage us compared to our competitors. We also rely on relationships with third-party partners to obtain and maintain customers, and our ability to acquire new customers could be materially harmed if we are unable to enter into or maintain these relationships on terms that are commercially reasonable to us, or at all.

Finally, if we fail to manage our sales and distribution channels successfully, these channels may conflict with one another or otherwise fail to perform as we anticipate, which could reduce our sales and increase our expenses as well as weaken our competitive position.

Changes in industry structure and market conditions have and may continue to lead to charges related to discontinuance of certain products or businesses and asset impairments.

In response to changes in industry structure and market conditions, we have been and may continue to be required to strategically reallocate our resources and consider restructuring, disposing of, or otherwise exiting certain businesses. Any decision to limit investment in or dispose of or otherwise exit businesses has and may continue to result in the recording of special charges, such as technology-related write-offs, workforce reduction costs, charges relating to consolidation of excess facilities, or claims from third parties who were resellers or users of discontinued products. Our estimates with respect to the useful life or ultimate recoverability of our carrying basis of assets, including purchased intangible assets, could change as a result of such assessments and decisions. Our loss contingencies have and may continue to include liabilities for contracts that we cannot cancel, reschedule or adjust with suppliers.

Further, our estimates relating to the liabilities for excess facilities are affected by changes in real estate market conditions. Additionally, we are required to evaluate goodwill impairment on an annual basis and between annual evaluations in certain circumstances. Goodwill impairment evaluations have previously and may result in a charge to earnings.

RISKS RELATED TO OUR OPERATIONS

Our international operations involve risks that could increase our expenses, adversely affect our operating results and require increased time and attention from management.

We derive a significant portion of our revenues from customers located outside of the United States, and we have substantial operations outside of the United States, including engineering, finance, sales and customer support. Our international operations are subject to risks in addition to those faced by our domestic operations, including:

- Difficulties staffing, managing, and coordinating the activities of our geographically dispersed and culturally diverse operations;
- Potential loss of proprietary information due to misappropriation or laws that may be less protective of our intellectual property rights than U.S. laws or that may not be adequately enforced;
- Requirements of foreign laws and other governmental controls, including tariffs, trade barriers and labor restrictions, and related laws that reduce the flexibility of our business operations;
- Fluctuations in currency exchange rates, economic instability and inflationary conditions could make our solutions more expensive or could increase our costs of doing business in certain countries;
- Changes in trade relations arising from policy initiatives or other political factors;
- Regulations or restrictions on the use, import or export of encryption technologies that could delay or prevent the acceptance and use of encryption products and public networks for secure communications;
- Regulations or restrictions regarding the collection, processing, sharing, transfer, portability, security and storage of consumer data (including personal information), including privacy and data protection laws;
- Local business and cultural factors that differ from our normal standards and practices, including business practices that we are prohibited from engaging in by the Foreign Corrupt Practices Act and other anti-corruption laws and regulations;
- Central bank and other restrictions on our ability to repatriate cash from our international subsidiaries or to exchange cash in international subsidiaries into cash available for use in the United States;
- Limitations on future growth or inability to maintain current levels of revenues from international sales if we do not invest sufficiently in our international operations;
- Difficulties in staffing, managing and operating our international operations;
- Costs and delays associated with developing software and providing support in multiple languages;

- Political, social or economic unrest, war, terrorism, regional natural disasters, or export controls and trade restrictions, particularly in areas in which we have facilities and in areas where our engineering and technical development teams are based; and
- Multiple and possibly overlapping tax regimes, which may increase our tax exposure and compliance burden.

The expansion of our existing international operations and entry into additional international markets has required and will continue to require significant management attention and financial resources. These increased costs may increase our cost of acquiring international customers, which may delay our ability to achieve profitability or reduce our profitability in the future. We also have and may continue to face pressure to lower our prices in order to compete in emerging markets, which has previously and could in the future adversely affect revenue derived from our international operations.

It is not possible to predict the broader consequences of existing geopolitical conflicts and other conflicts that may arise in the future, which could include geopolitical instability and uncertainty; adverse impacts on global and regional economic conditions and financial markets, including significant volatility in credit, capital, and currency markets; reduced economic activity; changes in laws and regulations affecting our business, including further sanctions or counter-sanctions which may be enacted; and increased cybersecurity threats and concerns. The ultimate extent to which such conflicts may negatively impact our business, financial condition and results of operations will depend on future developments, which are highly uncertain, difficult to predict and subject to change.

Our future success depends on our ability to attract and retain personnel in a competitive marketplace.

Our future success depends upon our ability to recruit and retain key management, technical (including cyber security and AI experts), sales, marketing, e-commerce, finance and other personnel. Our officers and other key personnel are “at will” employees and we generally do not have employment or non-compete agreements with our employees. Competition is significant for people with the specific skills that we require, including in the areas of AI and machine learning, and especially in the locations where we have a substantial presence and need for such personnel.

To attract and retain talent, we must provide competitive pay packages, including cash and equity-based compensation. Volatility in our stock price may adversely affect the perceived value of our equity compensation and limitations on shares reserved under our equity compensation plans could impair our efforts to attract, retain and motivate necessary personnel. Additionally, changes in immigration laws could impair our ability to attract and retain highly qualified employees. If we are unable to hire and retain qualified employees, or conversely, if we fail to manage employee performance or reduce staffing levels when required by market conditions, our business and operating results could be adversely affected.

We have experienced, and may in the future experience, departures of key personnel, including significant changes to our executive leadership team. The loss of any key employee or the failure to effectively manage succession planning and knowledge transfer could disrupt our operations, including adversely affecting the timeliness of product releases, delaying product development, impairing execution of strategic company initiatives, expending resources to train new hires, or adversely affecting our internal control over financial reporting and our results of operations. If we are unable to attract, retain, motivate and appropriately manage qualified employees, or adjust staffing levels in response to changing business conditions, our business, financial condition, results of operations and future growth prospects could be adversely affected.

If we fail to offer high-quality customer support, our customer satisfaction may suffer and have a negative impact on our business and reputation.

Many of our customers rely on our customer support services to resolve issues, including technical support, billing and subscription issues, that may arise. If demand increases, or our resources decrease, we may be unable to offer the level of support our customers expect. Any failure by us to maintain the expected level of support could reduce customer satisfaction and negatively impact our customer retention and our business.

If the information provided to us by customers or other third parties is incorrect or fraudulent, we may misjudge a customer’s qualifications to receive our products and services and our results of operations may be harmed and could subject us to regulatory scrutiny or penalties.

Our decisions to provide many of our products and services to customers are based partly on information that they provide to us or authorize us to receive from third party sources. To the extent that these customers or third parties provide information to us in a manner that we are unable to verify or if such information is incorrect or fraudulent, our decisioning process may not accurately reflect the associated risk. In addition, data provided by third-party sources, including consumer reporting agencies, is a component of our credit decisions and this data may contain inaccuracies. This may result in the inability to either approve otherwise qualified applicants or reject otherwise unqualified applicants through our platform or accurately analyze credit data, which may adversely impact our business and negatively impact our reputation.

In addition, there is risk of fraudulent activity associated with our business, including as a result of the service providers and other third parties who handle customer information on our behalf. We use identity and fraud prevention tools to analyze data provided by external databases to authenticate the identity of each applicant that signs up for our first-party products and services. However, these checks have failed from time to time and may again fail in the future, and fraud, which may be significant, has and may in the future occur. The level of fraud-related charge-offs on the first-party products and services facilitated through our platform could be adversely affected if fraudulent activity were to significantly increase. We may not be able to recoup funds associated with our first-party products and services made in connection with inaccurate statements, omissions of fact or fraud, in which case our revenue, results of operations, profitability and cash flows will be harmed. High profile fraudulent activity or significant increases in fraudulent activity could also lead to regulatory intervention, negative publicity

and the erosion of trust from our customers, which could negatively impact our results of operations, brand and reputation, and require us to take steps to reduce fraud risk, which could increase our costs.

Our solutions, systems, websites and the data on these sources have been and may continue to be subject to cybersecurity events that could materially harm our reputation and future sales.

Information security risks in the financial technology services industry in particular are significant, in part because of new technologies, the increasing digitalization to conduct financial and other business transactions and the increased sophistication and activities of organized criminals, perpetrators of fraud, hackers, terrorists and other malicious third parties. Well-publicized attacks or breaches affecting companies in the financial services industry, including large-scale attacks by foreign nation state actors and a significant uptick in ransomware/extortion attacks at other companies, have heightened customer and regulatory scrutiny and concern, causing customers to lose trust in the security of the industry in general and resulting in reduced use of our services and increased costs, all of which could have a material adverse effect on our business.

Given the digital nature of our platform, we are an attractive target for attacks designed to impede the performance and availability of our offerings, compromise sensitive information and harm our reputation as a leading cyber security company. In addition, we face the risk of cyberattacks by nation-states and state-sponsored actors, which may increase due to geopolitical tensions. These attacks may target us, our partners, suppliers, vendors or customers. Malicious hackers, state-sponsored actors, insiders and third-party service providers have attempted to penetrate, and in some cases succeeded in penetrating, our networks or those of our vendors. Such attempts are increasing in number and in technical sophistication, including through the use of AI, and have in the past and could in the future expose us and the affected parties, to risk of loss or misuse of proprietary, personal or confidential information or disruptions of our business operations. Additionally, deployment of agentic AI with access to our systems, data, and third-party tools creates an expanded surface for cyberattacks, as threat actors may exploit inadequate controls to manipulate agents into executing unauthorized actions, accessing sensitive information, or initiating malicious transactions, and the autonomous nature of these systems may enable attackers to conduct multi-step attacks that evade traditional security controls before detection occurs.

When a data breach occurs, our information technology systems and infrastructure can be subject to damage, compromise, disruption, and shutdown due to attacks or breaches by hackers or other circumstances, such as error or malfeasance by employees or third-party service providers, phishing, social engineering, account takeovers, vulnerability exploitation, misconfigurations, ransomware, or technology malfunction. A data breach may result in significant legal, financial, and reputational harm, including government inquiries, enforcement actions, litigation (including class actions), and negative publicity. A series of breaches may be determined to be material at a later date in the aggregate, even if they may not be material individually at the time of their occurrence. The occurrence of any of these events, as well as a failure to promptly remedy them when they occur, could compromise our systems and the information stored in our systems and may cause us to lose consumer trust. Any such circumstance could adversely affect our ability to attract and maintain customers as well as strategic partners, cause us to suffer negative publicity or damage to our brand, and subject us to legal claims and liabilities or regulatory penalties. In addition, unauthorized parties might alter information in our databases, which would adversely affect both the reliability of that information and our ability to market and perform our services as well as undermine our ability to remain compliant with relevant laws and regulations.

Techniques used to obtain unauthorized access or to sabotage systems change frequently, are constantly evolving and generally are difficult to recognize and react to effectively, and are increasingly becoming more sophisticated and harder to detect due to the use of “deepfakes”, voice imitation technology and other AI tools. Despite our efforts, we are not always able to anticipate these techniques or to implement adequate or timely preventive or reactive measures. We and our third-party service providers have experienced and may continue to experience such incidents, particularly as we integrate legacy IT infrastructure and systems. Threat actors have previously and could in the future exploit a new vulnerability before we complete our remediation work or identify a vulnerability that we did not effectively remediate. If that happens, there could be unauthorized access to, or acquisition of, data we maintain, and damage to our systems. Our evolving IT environment, including embracing new ways of sharing data and communicating and increasing our internal use of Gen AI, may introduce new attack vectors, and our policies and controls may not keep pace with emerging threats or regulatory requirements.

Finally, the software upon which we rely may contain undetected technical errors or bugs, which may only be discovered after the code has been released for external or internal use. Technical errors or other design defects within the software upon which we rely may result in a negative experience for customers, clients or third-party partners and issues in our provision of our products and services or their functionality, failure to accurately predict or evaluate the suitability of new and existing customers for our products and services, failure to comply with applicable laws and regulations, failure to detect fraudulent activity on our platform, delayed introductions of new features or enhancements or failure to protect consumer data, our intellectual property or other sensitive data or proprietary information. Any technical errors, bugs or defects discovered in the software upon which we rely could result in harm to our reputation, loss of customers, clients or third-party partners, increased regulatory scrutiny, fines or penalties, loss of revenue or liability for damages, any of which could adversely affect our business, financial condition, results of operations and cash flows.

We collect, use, disclose, store or otherwise process personal information and other sensitive data, which is subject to stringent and changing state and federal laws and regulations.

In the operation of our business, particularly in relation to our identity and information protection service and financial wellness offerings, we collect, use, process, store, transmit or disclose (collectively, process) an increasingly large amount of confidential information, including personal information (which includes credit card information and other critical data) from

employees and customers in multiple jurisdictions. This information is subject to a rapidly evolving and increasingly complex framework of federal, state and foreign privacy, data protection and data security laws, as well as contractual obligations.

At the federal level, the Gramm-Leach-Bliley (the GLBA) (along with its implementing regulations) requires disclosures to consumers about our handling of their nonpublic personal information and provides consumers with certain rights to restrict information sharing. Additionally, our investment adviser and broker-dealer subsidiaries are subject to SEC Regulation S-P, which mandates policies and procedures designed to safeguard customer information.

At the state level, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CCPA), and similar comprehensive privacy laws enacted in multiple other U.S. states, provide consumers with rights to access, correct, delete and restrict the use, sale or sharing of their personal information and impose disclosure, governance and data protection obligations on covered businesses. These state laws provide civil penalties for violations, as well as private rights of action for certain data breaches. Additional states continue to enact comprehensive privacy legislation, creating a fragmented and evolving compliance environment that increases operational complexity and costs.

Additionally, the Federal Trade Commission (the FTC) and many state attorneys general, are interpreting federal and state consumer protection laws to impose standards for the online collection, use, dissemination, and security of data. The burdens imposed by the new state privacy laws and other similar laws that may be enacted at the federal and state level may require us to modify our data processing practices and policies, adapt our goods and services and incur substantial expenditures in order to comply. Any failure or perceived failure by us to comply with such obligations has previously and may in the future result in governmental enforcement actions, fines, litigation (including class actions) or public statements against us by consumer advocacy groups or others and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business.

We process personal data relating to individuals in the European Economic Area or the United Kingdom and are subject to the EU General Data Protection Regulation (GDPR) and the UK GDPR, which impose significant compliance obligations, restrict cross-border data transfers and authorize substantial administrative fines for noncompliance. Global privacy and data protection legislation and enforcement are rapidly expanding and evolving, and, in some jurisdictions, may impose data localization laws or cross-border transfer restrictions, which may require us to expand our data storage facilities there or build new ones in order to comply. The expenditure this would require, as well as costs of compliance generally, could harm our financial condition. Additionally, changes to applicable privacy or data security laws could impact how we process personal information and therefore limit the effectiveness of our solutions or our ability to develop new solutions.

Because the interpretation and application of many privacy and data protection laws is uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our products and services and platform capabilities. If so, in addition to the possibility of fines, lawsuits, regulatory investigations, government actions, consumer and merchant actions, and other claims, we could be required to fundamentally change our business activities and practices or modify our platform, which could have an adverse effect on our business. Any violations or perceived violations of these laws, rules and regulations by us, or any third parties with which we do business, may require us to change our business practices or operational structure, including limiting our activities in certain states and/or jurisdictions, addressing legal claims by governmental entities or private actors, sustaining monetary penalties, sustaining reputational damage, expending substantial costs, time and other resources and/or sustaining other harms to our business. Furthermore, our online, external-facing privacy policy and website make certain statements regarding our privacy, information security and data security practices with regard to information collected from our consumers or visitors to our website. Failure or perceived failure to adhere to such practices may result in regulatory scrutiny and investigation, complaints by affected consumers or visitors to our website, reputational damage and/or other harm to our business. If either we, or the third-party partners, service providers or vendors with which we share consumer data, are unable to address privacy concerns, even if unfounded, or to comply with applicable privacy or data protection laws, regulations and policies, it could result in additional costs and liability to us, damage our reputation, inhibit sales and harm our business, financial condition, results of operations and cash flows. Additionally, there often exists a lack of transparency regarding the sources of data (including personal data) used to train or develop third-party AI technologies or how inputs are converted to outputs, and we may not be able to fully validate this process and its accuracy (particularly where it is part of a complex, multi-step process and inaccurate or incomplete information may be compounded across many steps, such as in agentic AI systems).

Our inability to successfully recover from a disaster or other business continuity event could impair our ability to deliver our products and services and harm our business.

We are heavily reliant on our technology and infrastructure to provide our products and services to our customers. We use third-party service providers and vendors, such as our cloud computing web services providers, account transaction and card processing companies, in the operation of certain of our platforms and source certain information from third-parties. For example, we host many of our products using third-party data center facilities and we do not control the operation of these facilities. These facilities are vulnerable to damage, interference, interruption or performance problems from earthquakes, hurricanes, floods, fires, power loss, telecommunications failures, pandemics and similar events. They are also subject to break-ins, computer viruses, sabotage, intentional acts of vandalism and other misconduct. The occurrence of a natural disaster, an act of terrorism, state-sponsored attacks, a pandemic, geopolitical tensions or armed conflicts, and similar events could result in facility closures or other unanticipated problems without adequate notice, which in turn, could result in lengthy interruptions in the delivery of our products and services and negatively impact our sales and operating results.

If an arrangement with a third-party service provider or vendor is terminated or if there is a lapse of service or damage to its systems or facilities, we could experience interruptions in our ability to operate our platform. We also may experience increased costs and difficulties in replacing such third-party service provider or vendor, and replacement services may not be available on commercially reasonable terms, on a timely basis, or at all. In the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur.

Furthermore, our business administration, human resources, compliance efforts and finance services depend on the proper functioning of our computer, telecommunication and other related systems and operations, which are highly technical and complex. A disruption or failure of these systems or operations because of a disaster, cyberattack or other business continuity event, such as a pandemic, could cause data to be lost or otherwise delay our ability to complete sales and provide the highest level of service to our customers. In addition, we could have difficulty producing accurate financial statements on a timely basis, and deficiencies may arise in our internal control over financial reporting, which may impact our ability to certify our financial results, all of which could adversely affect the trading value of our stock. There are no assurances that data recovery in the event of a disaster would be effective or occur in an efficient manner. If these systems or their functionality do not operate as we expect them to, we may be required to expend significant resources to make corrections or find alternative sources for performing these functions.

We are dependent upon Broadcom for certain engineering and threat response services, which are critical to many of our products and business.

Our Norton branded endpoint security solution has historically relied upon certain threat analytics software engines and other software (the Engine-Related Services) that have been developed and provided by engineering teams that have transferred to Broadcom as part of the Broadcom sale in 2019. The technology, including source code, at issue is shared, and pursuant to the terms of the Broadcom sale, we retain rights to use, modify, enhance and create derivative works from such technology. Broadcom has committed to provide these Engine-Related Services substantially to the same extent and in substantially the same manner, as has been historically provided under a license agreement with a limited term.

As a result, we are dependent on Broadcom for services and technology that are critical to our business, and if Broadcom fails to deliver these Engine-Related Services it would result in significant business disruption, and our business and operating results and financial condition could be materially and adversely affected. Furthermore, if our current sources become unavailable, and if we are unable to develop or obtain alternatives to integrate or deploy them in time, our ability to compete effectively could be impacted and have a material adverse effect on our business. Additionally, in connection with the Broadcom sale, we lost other capabilities, including certain threat intelligence data which were historically provided by our former Enterprise Security business, the lack of which could have a negative impact on our business and products.

Our solutions are complex and operate in a wide variety of environments, systems and configurations, which could result in failures of our solutions to function as designed.

Because we offer complex solutions, errors, defects, disruptions, or other performance problems with our solutions may occur and have occurred. For example, we may experience disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, human or software errors, fraud, security attacks or capacity constraints due to an overwhelming number of users accessing our websites simultaneously. As we continue to expand the number of our customers and the products and services available through our platform, we may not be able to scale our technology to accommodate the increased capacity requirements. The failure of data centers, internet service providers or other third-party service providers or vendors to meet our capacity requirements could result in interruptions or delays in access to our platform or impede our ability to grow our business and scale our operations.

In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. Interruptions in our solutions could impact our revenues, prevent our customers from accessing their accounts, damage our reputation with current and potential customers, expose us to liability, cause us to lose customers, cause the loss of critical data or personal information, prevent us from supporting our platform, products or services or processing transactions with our customers or cause us to incur additional expense in arranging for new facilities and support or otherwise harm our business, any of which could have a material and adverse effect on our business, financial condition, results of operations and cash flows in a disaster recovery scenario.

To the extent we use or are dependent on any particular third-party data, technology or software, we may also be harmed if such data, technology, or software becomes non-compliant with existing regulations or industry standards, becomes subject to third-party claims of intellectual property infringement, misappropriation or other violation, or malfunctions or functions in a way we did not anticipate. Any loss of the right to use any of this data, technology or software could result in delays in the provisioning of our products and services until equivalent or replacement data, technology or software is either developed by us, or, if available, is identified, obtained and integrated, and there is no guarantee that we would be successful in developing, identifying, obtaining or integrating equivalent or similar data, technology or software, which could result in the loss or limiting of our products or services or features available in our products or services.

Negative publicity regarding our brand, solutions and business could harm our competitive position.

Our brand recognition and reputation as a trusted service provider are critical aspects of our business and key to retaining existing customers and attracting new customers. Our business could be harmed due to errors, defects, disruptions or other performance problems with our solutions causing our customers and potential customers to believe our solutions are unreliable.

We may introduce, or make changes to, features, products, services, privacy practices or terms of service that customers and clients do not like, which may materially and adversely affect our brand. Our efforts to build our brand have involved significant expense, and our marketing spend may increase in the near term or in the future and may not generate or maintain brand awareness or increase revenue.

Furthermore, negative publicity, whether or not justified, including intentional brand misappropriation, relating to events or activities attributed to us, our employees, our strategic partners, our affiliates, or others associated with any of these parties, may tarnish our reputation and reduce the value of our brands. Damage to our reputation and loss of brand equity may reduce demand for our solutions and have an adverse effect on our business, operating results and financial condition. Moreover, any attempts to rebuild our reputation and restore the value of our brands may be costly and time consuming, and such efforts may not ultimately be successful.

Our reputation and/or business could be negatively impacted by sustainability and governance matters and/or our reporting of such matters.

The evolving focus from regulators, customers, certain investors, employees, and other stakeholders concerning sustainability and governance matters and related disclosures, both in the United States and internationally, has resulted in, and is likely to continue to result in, increased general and administrative expenses and increased management time and attention spent complying with or meeting sustainability-related requirements and expectations. Our business is subject to evolving reporting standards, including the recent California legislation, Voluntary Carbon Market Disclosures Act, which includes disclosure requirements relating to voluntary carbon offsets and a wide range of environmental marketing claims, and the Corporate Sustainability Reporting Directive, which requires large EU companies to make detailed disclosures in relation to certain sustainability-related issues. We maintain certain sustainability-related initiatives, goals, and/or commitments. If we fail to achieve progress with respect to our sustainability-related initiatives, goals or commitments on a timely and cost-efficient basis, or at all, or if our sustainability-related data, processes and reporting are incomplete or inaccurate, our reputation, business, financial performance and growth could be adversely affected. Additionally, changing federal enforcement priorities and legal interpretations regarding diversity, equity, and inclusion programs present unknown and evolving risks.

We are affected by seasonality, which has in the past and may in the future impact our revenue and results of operations.

Portions of our business are impacted by seasonality. Seasonal behavior in orders has historically occurred in the third and fourth quarters of our fiscal year, which include the important selling periods during the holidays in our third quarter, as well as follow-on holiday purchases and the U.S. tax filing season, which is typically in our fourth quarter. Revenue generally reflects similar seasonal patterns, but to a lesser extent than orders. This is due to our subscription business model, as a large portion of our in-period revenue is recognized ratably from our deferred revenue balance. An unexpected decrease in sales over those traditionally high-volume selling periods may impact our revenue and could have a disproportionate effect on our results of operations for the entire fiscal year.

RISKS RELATED TO LEGAL AND COMPLIANCE

Our solutions are highly regulated, which could impede our ability to market and provide our solutions, increase regulatory scrutiny or adversely affect our business, financial position, results of operations and cash flows.

Our solutions are subject to a high degree of regulation, including a wide variety of international and U.S. federal, state, and local laws and regulations, such as the Fair Credit Reporting Act, the GLBA, the Consumer Financial Protection Act, the Federal Trade Commission Act (the FTC Act), and comparable state laws that are patterned after the FTC Act, the U.S. Foreign Corrupt Practices Act of 1977, U.S. domestic bribery laws, U.S. consumer protection, consumer financial services and banking laws, and U.S. and foreign anti-corruption laws.

We provide, facilitate or market consumer financial products and services, and in certain cases act as a service provider to regulated financial institutions. Therefore, we are subject to the supervisory, regulatory and enforcement authority of federal and state agencies, including the Consumer Financial Protection Bureau (CFPB), the FTC, state banking and consumer finance regulators and state attorneys general. These authorities may exercise authority with respect to our services, or the marketing and servicing of those services, through the oversight of our financial institution partners and suppliers, or by otherwise exercising their supervisory, regulatory or enforcement authority over consumer financial products and services. The regulatory frameworks applicable to our business continue to evolve, including with respect to earned wage access, lending, banking, digital financial services and related activities. If, for example, the CFPB were to expand its supervisory authority by promulgating new regulations or reinterpreting existing regulations, it is possible that the CFPB could be permitted to conduct periodic examination of our business, which may increase our risk of regulatory or enforcement actions.

We maintain a compliance program designed to enable us to comply with all applicable anti-money laundering, anti-terrorism financing and economic sanctions laws and regulations, including the Bank Secrecy Act (BSA), as amended by the USA PATRIOT Act of 2001, and its implementing regulations. This compliance program includes policies, procedures, processes and other internal controls designed to identify, monitor, manage and mitigate the risk of money laundering and terrorist financing and prevent our platform from being used to facilitate business in countries or with persons or entities that are the subject of sanctions administered by Office of Foreign Assets Control and equivalent international authorities or that are otherwise the target of sanctions. These controls include procedures and processes to detect and report potentially suspicious transactions, perform customer due diligence, respond to requests from law enforcement and meet all recordkeeping and reporting requirements related to particular transactions involving currency or monetary instruments. Certain of our subsidiaries may be “financial institutions” under the BSA that are required to establish and maintain a BSA/AML compliance program. Additionally,

we are required to maintain a BSA/AML compliance program under our agreements with our third-party partners, and certain state regulatory agencies have intimated they expect such program to be in place and followed.

Additionally, we are regulated by many state regulatory agencies through licensing and other supervisory or enforcement authority, which includes regular examination by state governmental authorities. For a more detailed description of licensing, see *"-- If we fail to operate in compliance with state or local licensing requirements, it could adversely affect our business, financial condition, results of operations and cash flows."*

Our wholly-owned subsidiary, ML Wealth, is registered as an investment adviser under the Investment Advisers Act of 1940 (the Advisers Act) and is subject to regulation by the SEC. The Advisers Act, together with related regulations and interpretations of the SEC, impose numerous obligations and restrictions on investment advisers, including requirements relating to the safekeeping of client funds and securities, limitations on advertising, disclosure and reporting obligations, prohibitions on fraudulent activities, restrictions on agency cross and principal transactions between an adviser and its advisory clients and other detailed operating requirements, as well as general fiduciary obligations.

U.S. federal regulators, state attorneys general or other state enforcement authorities and other governmental agencies have in the past and may in the future take formal or informal actions against us, which and could cause reputational and financial harm to our business, financial condition, results of operations and cash flows. These formal and informal actions may involve inquiries, subpoenas, exams, pending investigations, enforcement matters and litigation by state and federal regulators, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action or force us to adopt new compliance programs or policies, remove personnel including senior executives, provide remediation or refunds to customers, or undertake other changes to our business operations, such as limits or prohibitions of our ability to offer certain products and services, or suspension or revocation of one or more of our licenses. Any weaknesses in our compliance management system may also subject us to penalties or enforcement action by the CFPB or state regulators. We have in the past, and may again in the future, enter into settlements, consent decrees and similar arrangements with the FTC, the CFPB, state attorneys generals and other state regulators, and other sovereign regulators and competition authorities such as the United Kingdom's Competition and Markets Authority (CMA). In addition, certain products we offer, including loans or advance products facilitated through our platform, could be rendered void or unenforceable in whole or in part, which could adversely affect our business, financial condition, results of operations and cash flows. If we fail to manage our legal and regulatory risk in the jurisdictions in which we operate, our business could suffer, our reputation could be harmed and we would be subject to additional legal and regulatory risks. This could, in turn, increase the size and number of claims and damages asserted against us and/or subject us to regulatory investigations, enforcement actions or other proceedings, or lead to increased regulatory concerns. We may also be required to spend additional time and resources on remedial measures and conducting inquiries, beyond those already initiated and ongoing, which could have an adverse effect on our business. Additionally, the highly regulated environment in which our third-party financial institution partners operate may subject us to regulation, which could have an adverse effect on our business, financial condition, results of operations and cash flows. We rely on bank partners, payment processors and other institutions with licensures we do not have to facilitate offerings.

For a discussion of specific legal and regulatory proceedings, inquiries and investigations to which we are currently subject, see Note 18 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

The legal and regulatory regimes governing certain of our products and services are uncertain and evolving.

Changes in the laws, regulations and enforcement priorities applicable to our business, including reexamination of current enforcement practices, could have a material and adverse impact on our business, financial condition, results of operations and cash flows. For example, the CFPB may adopt new model disclosures and regulations governing consumer financial services, including regulations defining unfair, deceptive or abusive acts or practices, and they could also issue advisory opinions or other similar soft tools to complement its rulemaking authority that could subject us to new or differing legal and regulatory requirements, which could materially and adversely affect our business. The CFPB's authority to change or interpret regulations adopted in the past by other regulators, or to rescind or alter past regulatory guidance, could increase our compliance costs and litigation exposure. If the CFPB or other similar regulatory bodies adopt, or customer advocacy groups are able to generate widespread support for, positions that are detrimental to our business, then our business, financial condition and results of operations could be harmed. We and/or our third-party partners may not be able to respond quickly or effectively to regulatory, legislative and other developments.

In particular, the regulatory landscape regarding earned wage access products (including our Instacash product) is uncertain and evolving given rapid growth in the use of such products in recent years. State and federal regulators have in the past and may in the future launch inquiries, reviews or similar investigations or issue new, or change or interpret, regulations or rules relating to earned wage access products, which could result in additional compliance requirements and other risks relating to our current and past business activities as described herein, including with respect to whether such products constitute extensions of credit, fee disclosures, tipping practices, or other consumer protection considerations. These developments may not only result in additional compliance requirements but may also be cited by private plaintiffs or plaintiffs' attorneys as a basis for litigation, including putative class actions, alleging violations of federal or state consumer protection, lending, or unfair or deceptive acts or practices laws. Additionally, proposals to change the statutes affecting financial services companies are frequently introduced in Congress and state legislatures that, if enacted, could affect our operating environment in substantial and unpredictable ways and may further increase the risk of private litigation or enforcement. We cannot determine with any degree of certainty whether any such legislative or regulatory proposals will be enacted and, if enacted, the ultimate impact that any such potential legislation or implemented regulations, or any such potential regulatory actions by federal or state regulators, would have upon our business or our operating environment. As a result, we could be forced, as we have in the past, to temporarily pause, limit or

permanently cease to offer our earned wage access product in certain states depending on state regulatory regimes. These changes and uncertainties make our business planning more difficult and could result in changes to our business model, impair our ability to offer our existing or planned features, products and services or increase our cost of doing business.

We cannot determine with any degree of certainty whether any legislative or regulatory changes will be enacted and, if enacted, the ultimate impact that any such potential legislation or implemented regulations, or any such potential regulatory actions by federal or state regulators, would have upon our business or our operating environment. These changes and uncertainties make our business planning more difficult and could result in changes to our business model, impair our ability to offer our existing or planned features, products and services or increase our cost of doing business.

In addition, numerous federal and state regulators have the authority to promulgate or change regulations that could have a similar effect on our third-party partners and service providers and restrict their business practices. New laws, regulations, rules, guidance and policies could require us to incur significant expenses to ensure compliance, adversely impact our profitability, limit our ability to continue existing or pursue new business activities, require us to change certain of our business practices or alter our relationships with customers, affect retention of key personnel or expose us to additional costs (including customer remediation). For example, the regulatory frameworks for an open banking paradigm and AI and machine learning technology are evolving and remain uncertain and may affect the operation of our platform and the way in which we use consumer data, AI and machine learning technology, including with respect to consumer protection laws and the laws and regulations governing financial services products. For additional information regarding risks related to the use of AI, see "*--Issues in the development and deployment of AI, including generative AI, could expose us to regulatory, privacy, IP, cybersecurity, operational and reputational risks.*"

If we fail to operate in compliance with state or local licensing requirements, it could adversely affect our business, financial condition, results of operations and cash flows.

Certain states and localities have adopted laws regulating and requiring licensing, registration, notice filing or other approval by parties that engage in certain activity regarding consumer financial services products such as loans and earned wage access services, life insurance and mortgage transactions, as well as brokering, facilitating and assisting such transactions in certain circumstances, and we currently hold certain state or local licenses. However, the application of some licensing laws to our platform and activities is uncertain and subject to evolving regulatory interpretations including, in particular, as the regulatory landscape regarding earned wage access products develops, as well as increased licensing requirements and regulation of parties engaged in loan solicitation activities.

If we were found to be in violation of applicable state licensing requirements by a court or a state, federal or local enforcement agency, or agree to resolve such concerns by voluntary agreement, we could be subject to or agree to pay fines, damages, injunctive relief (including required modification or discontinuation of our business in certain areas), criminal penalties and other penalties or consequences.

If we expand or modify our business activities, we may be required to obtain additional licenses, and regulators may determine that such licenses were required at an earlier time, potentially resulting in penalties or restrictions. In addition, states that currently impose limited regulation may adopt new licensing or regulatory requirements, including with respect to earned wage access or loan solicitation activities. We may not be able to obtain or maintain all required licenses on acceptable terms, or at all, which could require us to limit or discontinue certain activities. The failure to satisfy those and other regulatory requirements could materially and adversely impact our business.

Certain states may also impose licensing requirements relating to blockchain technologies and digital assets. Although we are not directly involved in the custody, trading or exchange of digital assets and instead rely on a third-party provider, regulatory frameworks governing digital assets continue to evolve and may subject us to additional licensing or compliance obligations.

Because we do not custody digital assets directly and do not maintain insurance covering such assets—and our third-party provider does not maintain separate insurance coverage for customer digital assets—customers transacting in digital assets through our platform may suffer uninsured losses with limited recourse. Any regulatory action, licensing deficiency or customer losses associated with digital asset activities could result in enforcement actions, litigation, reputational harm and adverse impacts on our business.

If loans made by our lending subsidiaries in our consumer lending business are found to violate applicable federal or state interest rate limits or other provisions of applicable consumer lending, consumer protection or other laws, it could adversely affect our business, financial condition, results of operations and cash flows.

In our consumer lending business, we have 34 subsidiaries through which we conduct our consumer lending business. These entities originate loans pursuant to state licenses or applicable exemptions under state law. The loans we originate are subject to state licensing or exemption requirements and federal and state interest rate restrictions, as well as numerous federal and state requirements regarding consumer protection, interest rate, disclosure, prohibitions on certain activities and loan term lengths. We have in the past been, are currently, and may in the future be subject to litigation, investigations, examinations and other proceedings by governmental agencies or private parties relating to the legality of certain lending products or related compliance with applicable laws. If the loans we originate were deemed subject to and in violation of certain federal or state consumer finance or other laws, including the Military Lending Act, we could be subject to fines, damages, injunctive relief (including required modification or discontinuation of our business in certain areas) and other penalties or consequences, and the loans could be rendered void or unenforceable in whole or in part, any of which could have an adverse effect on our business, financial condition, results of operations and cash flows.

If we do not protect our proprietary information and prevent third parties from making unauthorized use of our products and technology, our financial results could be harmed.

Much of our software and underlying technology is proprietary, and thus we are highly dependent on our ability to protect such technology. There is no guarantee that confidentiality agreements, our procedures and copyright, patent, trademark and trade secret laws will be sufficient to protect our technology. For example, patents may not be issued from our pending patent applications and claims allowed on any future issued patents may not be sufficiently broad to protect our technology. Also, these protections may not preclude competitors from independently developing products with functionality or features similar to our products. These measures afford only limited protection, are costly to maintain and may be challenged, invalidated or circumvented by third parties. Accordingly, enforcement of our intellectual property rights may be difficult, particularly in some countries outside of North America in which we seek to market our software products and services, and the absence of internationally harmonized intellectual property laws or the lack of some laws in certain jurisdictions makes it more difficult to ensure consistent protection of our proprietary rights. For example, software piracy has been, and is expected to be, a persistent problem for the software industry, and a loss of revenue to us.

Unauthorized third parties, including our competitors, may reverse engineer, access, obtain, distribute, sell or use the proprietary aspects of our technology, processes, products, information or services without our permission, thereby impeding our ability to promote our platform and possibly leading to customer confusion. Third parties have previously and may in the future also develop similar or superior technology independently by designing around our patents. Our consumer agreements do not require a signature and therefore may be unenforceable under the laws of some jurisdictions. Any legal action to protect proprietary information that we may bring or be engaged in with a strategic partner or vendor could adversely affect our ability to access software, operating system and hardware platforms of such partner or vendor, or cause such partner or vendor to choose not to offer our products to their customers. In addition, any legal action to protect proprietary information that we may bring or be engaged in, could be costly, may distract management from day-to-day operations and may lead to additional claims against us, which could adversely affect our operating results.

In addition to registered intellectual property rights such as trademark registrations, we rely on non-registered proprietary information and technology, such as trade secrets, confidential information, know-how and technical information. The secrecy of such trade secrets and other sensitive information could be compromised, which could cause us to lose the competitive advantage resulting from these trade secrets. For example, there is a risk of employees inadvertently inputting trade secret information into Gen AI technologies, thereby enabling third parties, including our competitors, to access such information. We utilize confidentiality and intellectual property assignment agreements with our employees and contractors involved in the development of material intellectual property for us, which require such individuals to assign such intellectual property to us and place restrictions on the employees' and contractors' use and disclosure of our confidential information. However, these agreements may not be self-executing, and we cannot guarantee that we have entered into such agreements containing obligations of confidentiality with each party that has or may have had access to proprietary information, know-how or trade secrets owned or held by us. Additionally, our contractual arrangements may be insufficient, breached or may otherwise not effectively prevent disclosure of, or control access to, our confidential or otherwise proprietary information or provide an adequate remedy in the event of an unauthorized disclosure, which could cause us to lose any competitive advantage resulting from this intellectual property. Individuals that were involved in the development of intellectual property for us or who had access to our intellectual property may make adverse ownership claims to our current and future intellectual property. Likewise, to the extent that our employees, independent contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting works of authorship, know-how and inventions.

The measures we have put in place may not prevent misappropriation, infringement or other violation of our intellectual property, proprietary rights or information, and any resulting loss of competitive advantage, and we may be required to litigate to protect our intellectual property or other proprietary rights or information from misappropriation, infringement or other violation by others, which is time-consuming and expensive, could cause a diversion of resources and may not be successful. Additionally, our efforts to enforce our intellectual property and other proprietary rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property and other proprietary rights, and if such defenses, counterclaims or countersuits are successful, it could diminish, or we could otherwise lose, valuable intellectual property and other proprietary rights. Any of the foregoing could adversely impact our business, financial condition, results of operations and cash flows.

In addition, the integration of Gen AI may also expose us to risks regarding intellectual property ownership and license rights, particularly if any copyrighted material is embedded in training models or if the output we produce is infringing intellectual property rights. In addition, the use of Gen AI in connection with the creation or development of intellectual property may present challenges in asserting ownership over the resulting output given the position of some courts and intellectual property offices in various jurisdictions that some human contribution is required for intellectual property protection of an AI-generated work.

From time to time, we are party to lawsuits and investigations, which have previously and could in the future require significant management time and attention, cause us to incur significant legal expenses and prevent us from selling our products.

From time to time, we are involved in litigation, investigations, examinations and other legal or administrative proceedings initiated by governmental agencies or private parties. These matters may involve, among other things, labor and employment, discrimination and harassment, commercial disputes, class actions, general contract and tort claims, defamation, data privacy rights, antitrust, fraud, securities (including "blue sky" laws) violations, consumer protection laws, and other regulatory or

compliance issues. Such matters may adversely affect our business, financial condition, results of operations and cash flows. Refer to Note 18 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

Due to the consumer-oriented nature of a significant portion of our business and the application of certain laws and regulations, we and other industry participants are regularly named as defendants in litigation alleging violations of federal and state laws and regulations and consumer law torts, including fraud. Many of these legal proceedings involve alleged violations of consumer protection laws. In addition, we have in the past and may in the future be subject to litigation, claims, examinations, investigations, legal and administrative cases and proceedings related to our loan products and other financial services we provide. For instance, our membership model and some of the products and services we offer, including our earned wage access product, Instacash, are relatively novel and have been and may in the future continue to be subject to regulatory scrutiny or interest and/or litigation. Any regulatory action in the future could have a material adverse effect on our business, financial condition, results of operations and cash flows.

The defense, settlement or resolution of legal proceedings may be costly and divert management's attention from the day-to-day operations of our business. Proceedings may evolve over time, increasing their scope or potential exposure. An unfavorable outcome in a matter could result in significant fines, settlements, monetary damages, or injunctive relief that could negatively and materially impact our ability to conduct our business, results of operations and cash flows. Additionally, in the event we did not previously accrue for such litigation or proceeding in our financial statements, we may be required to record retrospective accruals that adversely affect our results of operations and financial condition.

Finally, we may not be able to maintain insurance coverage on acceptable terms, or at all, and our insurance may not cover all risks or potential liabilities. Any uninsured or underinsured loss could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Third parties have claimed and additional third parties in the future may claim that we infringe their proprietary rights.

Third parties have claimed and additional third parties may claim in the future that we have infringed their intellectual property rights, including claims regarding patents, copyrights and trademarks. For additional information on such claims, please refer to Note 18 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

Because of constant technological change in the segments in which we compete, the extensive patent coverage of existing technologies, and the rapid rate of issuance of new patents, it is possible that the number of these claims may grow. In addition, former employers of our former, current or future employees may assert claims that such employees have improperly disclosed to us confidential or proprietary information of these former employers. Any such claim, with or without merit, could result in costly litigation, management distraction and reputational harm. If we are not successful in defending such claims, we could be required to stop selling, delay shipments of, or redesign our solutions, pay monetary amounts as damages, enter into royalty or licensing arrangements, or satisfy indemnification obligations that we have with some of our partners. We cannot assure you that any royalty or licensing arrangements that we may seek in such circumstances will be available to us on commercially reasonable terms or at all.

We license and use software from third parties in our business and generally must rely on those third parties to protect the licensed rights and avoid infringement. Such licenses may terminate, expire or become unavailable on acceptable terms, and licensed technology may become obsolete, defective or incompatible with future versions of our offerings. Failure to comply with license terms could result in termination of rights, damages or operational disruption. If we are unable to obtain or maintain necessary third-party licenses, or if licensors impose more restrictive terms or higher fees or royalties, we may be required to modify our products, obtain alternative technology, incur increased costs or limit certain offerings. Furthermore, incorporating intellectual property or proprietary rights in our products or services licensed from or otherwise made available to us by third parties on a non-exclusive basis could limit our ability to protect the intellectual property and proprietary rights in our products and services and our ability to restrict third parties from developing, selling or otherwise providing similar or competitive technology using the same third-party intellectual property or proprietary rights

Some of our products contain "open source" software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect our business.

Certain of our products are distributed with software licensed by its authors or other third parties under so-called "open source" licenses. Some of these licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software and that we license such modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software (which could include our proprietary source code or AI models) if we combine our proprietary software with open source software in a certain manner. Some open source software may include Gen AI software which may expose us to risks as the intellectual property ownership and license rights, including copyright, of Gen AI software and tools has not been fully interpreted by U.S. courts or been fully addressed by federal, state, or international regulations. In addition to risks related to license requirements, using open source software, including open source software that incorporates or relies on Gen AI, can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. We cannot be sure that all open source, including open source that incorporates or relies on Gen AI, is submitted for approval prior to use in our products. In addition, many of the risks associated with usage of open source, including open source that incorporates or relies on Gen AI, may not or cannot be eliminated and could, if not properly addressed, negatively affect our business.

These claims could result in litigation and if portions of our proprietary AI models or software are determined to be subject to an open-source license, or if the license terms for the open-source software that we incorporate change, we could be required to publicly release all or affected portions of our source code, purchase a costly license, cease offering the implicated products or services unless and until we can re-engineer such source code in a manner that avoids infringement, discontinue or delay the provision of our offerings if re-engineering could not be accomplished on a timely basis or change our business activities, any of which could negatively affect our business operations and potentially our intellectual property rights and help third parties, including our competitors, develop products and services that are similar to or better than ours. In addition, the re-engineering process could require us to expend significant additional research and development resources, and we may not be able to complete the re-engineering process successfully. If we were required to publicly disclose any portion of our proprietary models, it is possible we could lose the benefit of trade secret protection for our models. Use of open-source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to breach our website and systems that rely on open-source software. Any of these risks associated with the use of open-source software could be difficult to eliminate or manage and, if not addressed, could materially and adversely affect our business, financial condition, results of operations and cash flows.

RISKS RELATED TO OUR LIQUIDITY AND INDEBTEDNESS

Our substantial indebtedness and related debt obligations could limit our financial and operating flexibility and increase our vulnerability to adverse business and economic conditions.

As of April 3, 2026, we had an aggregate of $8,275 million of outstanding indebtedness that will mature in calendar years 2027 through 2033, and $1,495 million, net of our letters of credit, available for borrowing under our revolving credit facility. See Note 10 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information on our outstanding debt. Our ability to meet expenses, comply with the covenants and the springing maturity provisions under our debt instruments, pay interest and repay principal for our substantial level of indebtedness depends on, among other things, our operating performance, competitive developments, and financial market conditions, all of which are significantly affected by financial, business, economic and other factors. We are not able to control many of these factors. Accordingly, our cash flow may not be sufficient to allow us to pay principal and interest on our debt, including our 6.75% Senior Notes due 2027, 7.125% Senior Notes due 2030 and 6.25% Senior Notes due 2033 (collectively, the Senior Notes), and meet our other obligations. Our level of indebtedness could have other important consequences, including the following:

- We must use a substantial portion of our cash flow from operations to pay interest and principal on the Amended Credit Agreement, our existing Senior Notes, and other indebtedness, which reduces funds available to us for other purposes such as working capital, capital expenditures, other general corporate purposes and potential acquisitions;
- We may be unable to refinance our indebtedness or to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes;
- We have significant exposure to fluctuations in interest rates because borrowings under our senior secured credit facilities bear interest at variable rates;
- Our leverage may be greater than that of some of our competitors, which may put us at a competitive disadvantage and reduce our flexibility in responding to current and changing industry and financial market conditions;
- We may be more vulnerable to an economic downturn or recession and adverse developments in our business;
- We may be unable to comply with financial and other covenants in our debt agreements, which could result in an event of default that, if not cured or waived, may result in acceleration of certain of our debt and would have an adverse effect on our business and prospects and could force us into bankruptcy or liquidation; and
- Changes by any rating agency to our outlook or credit rating could negatively affect the value of our debt and/or our common stock, adversely affect our access to debt markets and increase the interest we pay on outstanding or future debt.

There can be no assurance that we will be able to manage any of these risks successfully. In addition, we conduct a significant portion of our operations through our subsidiaries. Accordingly, repayment of our indebtedness will be dependent in part on the generation of cash flow by our subsidiaries and their respective abilities to make such cash available to us by dividend, debt repayment or otherwise, which may not always be possible. If we do not receive distributions from our subsidiaries, we may be unable to make the required principal and interest payments on our indebtedness.

Our Amended Credit Agreement imposes operating and financial restrictions on us.

Our Amended Credit Agreement contains covenants that limit our ability and the ability of our restricted subsidiaries to:

- Incur additional debt;
- Create liens on certain assets to secure debt;
- Enter into certain sale and leaseback transactions;
- Pay dividends on or make other distributions in respect of our capital stock or make other restricted payments; and
- Consolidate, merge, sell or otherwise dispose of all or substantially all of our assets.

These covenants may adversely affect our ability to finance our operations, meet or otherwise address our capital needs, pursue business opportunities, react to market conditions or may otherwise restrict activities or business plans. A breach of any of these covenants could result in a default. If a default occurs, the relevant lenders could declare the indebtedness, together with accrued interest and other fees, to be immediately due and payable and, to the extent such indebtedness is secured, proceed against any collateral securing that indebtedness.

The failure of financial institutions or transactional counterparties could adversely affect our current and projected business operations and our financial condition and result of operations.

We regularly maintain cash balances with other financial institutions in excess of the FDIC insurance limit. A failure of a depository institution to return deposits could result in a loss or impact access to our invested cash or cash equivalents and could adversely impact our operating liquidity and financial performance.

Additionally, future adverse developments with respect to specific financial institutions or the broader financial services industry may lead to market-wide liquidity shortages, impair the ability of companies to access near-term working capital needs, and create additional market and economic uncertainty. Our general business strategy, including our ability to access existing debt under the terms of our Amended Credit Agreement may be adversely affected by any such economic downturn, liquidity shortages, volatile business environment or continued unpredictable and unstable market conditions. If the current equity and credit markets deteriorate, or if adverse developments are experienced by financial institutions, it may cause short-term liquidity risk and also make any necessary debt or equity financing more difficult, more costly, more onerous with respect to financial and operating covenants and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our operations, growth strategy, financial performance and stock price and could require us to alter our operating plans.

We rely on a variety of funding sources to support our business model. If our existing funding arrangements are not renewed or replaced or our existing funding sources are unwilling or unable to provide funding to us on terms acceptable to us, or at all, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

To support the origination of loans, earned wage advances and other receivables on our platform and the growth of our business, we must maintain a variety of funding arrangements. We cannot guarantee that we will be able to extend or replace our existing funding arrangements at maturity on reasonable terms or at all. For example, disruptions in the credit markets or other factors, such as the high inflation and interest rate environment in calendar years 2024, 2025, and to date in 2026, could adversely affect the availability, diversity, cost and terms of our funding arrangements. In addition, our funding sources may reassess their exposure to our industry or our business, including as a result of any significant underperformance of the consumer receivables facilitated through our platform or regulatory developments, in particular regarding earned wage access products, that impose significant requirements on, or increase potential risks and liabilities related to, the consumer receivables facilitated through our platform, and fail to renew or extend facilities or impose higher costs to access our funding. If our existing funding arrangements are not renewed or replaced or our existing funding sources are unwilling or unable to provide funding on terms acceptable to us, or at all, we would need to secure additional sources of funding or reduce our operations significantly, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

GENERAL RISKS

Adverse macroeconomic conditions have adversely affected and may continue to adversely affect the consumer finance industry and our MoneyLion business.

We operate globally and as a result our business and revenues are impacted by global macroeconomic conditions. Although inflation has moderated from recent peak levels in certain markets, it remains elevated in many regions, and interest rates in the United States and other jurisdictions remain at historically elevated levels compared to the prior decade. Central banks may maintain higher interest rates for an extended period or adjust monetary policy in response to evolving economic conditions. Prolonged periods of elevated interest rates, volatility in financial markets, tightening credit conditions, uncertainty regarding the path of monetary policy, or renewed inflationary pressures have increased, and may continue to increase, our cost of capital and financing expenses. For example, elevated interest rates previously resulted in an increase in our cost of debt. These factors, together with geopolitical instability, armed conflicts, trade tensions, fluctuating tariff rates and policies, and risks of recession or economic slowdown, have had and may continue to have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, adverse macroeconomic conditions may cause our MoneyLion product partners to reduce or delay their marketing and advertising expenditures on our platform, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Uncertainty and negative trends in general economic conditions, including significant tightening of credit markets, historically have created a difficult operating environment for the consumer finance industry. The timing and extent of an economic downturn may also require us to change, postpone or cancel our strategic initiatives or growth plans to pursue shorter-term sustainability. The longer and more severe an economic downturn, the greater the potential adverse impact on us, which could be material.

Many new customers on our MoneyLion platform have limited or no credit history and limited financial resources. Accordingly, such customers have historically been, and may in the future become, disproportionately affected by adverse macroeconomic conditions. Sustained high levels of unemployment or financial stress due to the global macroeconomic conditions, including elevated interest rates and inflation, may increase delinquencies, defaults, non-payments, foreclosures and bankruptcies with respect to our loans and earned wage access products and may reduce customer engagement with our investment and other

financial services. If we are unable to adjust our operations effectively in response to rising unemployment or deteriorating credit conditions, or if we cannot accurately assess borrower creditworthiness or ability to pay for loans, earned wage advances or other MoneyLion products and services, our business, financial condition, results of operations and cash flows could be adversely affected.

Fluctuations in our quarterly financial results have affected the trading price of our stock in the past and could affect the trading price of our stock in the future.

Our quarterly financial results have fluctuated in the past and are likely to vary in the future due to a number of factors, many of which are outside of our control. If our quarterly financial results or our predictions of future financial results fail to meet our expectations or the expectations of securities analysts and investors, the trading price of our outstanding securities could be negatively affected. Volatility in our quarterly financial results may make it more difficult for us to raise capital in the future or pursue acquisitions.

Factors associated with our industry, the operation of our business, and the markets for our solutions may cause our quarterly financial results to fluctuate, including but not limited to:

- Fluctuations in demand for our solutions;
- Disruptions in our business operations or target markets caused by, among other things, terrorism or other intentional acts, outbreaks of disease, or earthquakes, floods or other natural disasters;
- Entry of new competition into our markets;
- Technological changes in our markets;
- Our ability to achieve targeted operating income and margins and revenues;
- Competitive pricing pressure or free offerings that compete with one or more of our solutions;
- Our ability to timely complete the release of new or enhanced versions of our solutions;
- The amount and timing of commencement and termination of major marketing campaigns;
- The number, severity and timing of threat outbreaks and cyber security incidents;
- Loss of customers or strategic partners or the inability to acquire new customers or cross-sell our solutions;
- Changes in the mix or type of solutions and subscriptions sold and changes in consumer retention rates;
- The rate of adoption of new technologies and new releases of operating systems, and new business processes;
- Consumer confidence and spending changes;
- The outcome or impact of litigation, claims, disputes, regulatory inquiries or investigations;
- The impact of acquisitions (and our ability to achieve expected synergies or attendant cost savings), divestitures, restructurings, share repurchase, financings, debt repayments, equity investments and other investment activities;
- Changes in U.S. and worldwide economic conditions, such as economic recessions, the impact of inflation, fluctuations in foreign currency exchange rates including the weakening of foreign currencies relative to USD, which has and may in the future negatively affect our revenue expressed in USD, changes in interest rates, geopolitical conflicts and other global macroeconomic factors on our operations and financial performance;
- The publication of unfavorable or inaccurate research reports about our business by cybersecurity industry analysts;
- The success of our sustainability initiatives;
- Changes in tax laws, rules and regulations;
- Changes in tax rates, benefits and expenses; and
- Changes in consumer protection laws and regulations.

Any of the foregoing factors could cause the trading price of our outstanding securities to fluctuate significantly.

We may be required to issue shares under our contingent value rights agreement.

In connection with the MoneyLion acquisition, we entered into a Contingent Value Rights Agreement dated April 17, 2025 (the “CVR Agreement”) governing the terms of the CVRs. Each CVR entitles its holder to receive $23.00 in shares of common stock, par value $0.01 per share, of Gen Digital (CVR Consideration) if, on any date prior to the second anniversary of the closing, (i) the Average VWAP (as defined in the CVR Agreement) of our common stock for 30 consecutive trading days is equal to or greater than $37.50 (subject to certain adjustments) or (ii) we undergo a change of control (each, a “CVR Requirement” and collectively the “CVR Requirements”). To the extent neither of the CVR Requirements are met, the CVR holders would not be entitled to receive the CVR Consideration. To the extent we are required to issue shares to the CVR holders under the CVR Agreement, our stockholders may be diluted. For additional information on our obligations under the CVR Agreement, refer to Exhibit [10.42] to this Annual Report on Form 10-K for a copy of the CVR Agreement.

RISKS RELATED TO TAXES

Changes to our effective tax rate, including through the adoption of new tax legislation or exposure to additional income tax liabilities, could increase our income tax expense and reduce (increase) our net income (loss), cash flows and working capital. In addition, audits by tax authorities could result in additional tax payments for prior periods.

We are a multinational company dual headquartered in the U.S. and the Czech Republic, with our principal executive offices in Tempe, Arizona. As such, we are subject to tax in multiple U.S. and international tax jurisdictions. Our effective tax rate could be adversely affected by several factors, many of which are outside of our control, including:

- Changes to the U.S. federal income tax laws, including forthcoming regulations implementing the One Big Beautiful Bill Act and other changes to the way that our U.S. tax liability is calculated. Such changes could result in significant retroactive adjustments adding cash tax payments/liabilities if adopted;
- Changes to other tax laws, regulations, and interpretations thereof in multiple jurisdictions in which we operate. The Organisation for Economic Co-operation and Development ("OECD") has proposed certain tax reforms, which, among other things, (1) shift taxing rights to the jurisdiction of the consumer ("Pillar One") and (2) establish a global minimum tax rate of 15% for multinational companies ("Pillar Two"). Ireland, Czech Republic and certain jurisdictions in which we operate have enacted legislation to implement Pillar Two and other countries are actively considering changes to their tax laws to adopt certain parts of the OECD's proposals. Additionally, on June 28, 2025, the G7 released a joint statement that it had reached an understanding with the United States for a side-by-side system based on certain accepted principles, including that U.S.-parented groups would be exempt from certain provisions of Pillar Two. Furthermore, several countries have proposed or adopted digital services taxes on revenue earned by multinational companies from the provision of certain digital services, regardless of physical presence;
- Changes in the relative proportions of revenues and income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;
- Changes in the valuation of deferred tax assets and liabilities and the discovery of new information in the course of our tax return preparation process;
- The ultimate determination of our taxes owed in any of these jurisdictions is for an amount in excess of the tax provision we have recorded or reserved for;
- The tax effects of, and tax planning and changes in tax rates related to significant infrequently occurring events (including acquisitions, divestitures and restructurings) that may cause fluctuations between reporting periods;
- Tax assessments, or any related tax interest or penalties, that could significantly affect our income tax expense for the period in which the settlements take place; and
- Taxes arising in connection with changes in our workforce, corporate and legal entity structure or operations as they relate to tax incentives and tax rates.

We continue to assess the overall impact of these potential changes as developments occur and will reflect the impact of such changes in future financial statements as appropriate.

From time to time, we receive notices that a tax authority in a particular jurisdiction believes that we owe a greater amount of tax than we have reported to such authority and we are consequently subject to tax audits. These audits can involve complex issues, which may require an extended period of time to resolve and can be highly judgmental. Additionally, our ability to recognize the financial statement benefit of tax refund claims is subject to change based on a number of factors, including but not limited to, changes in facts and circumstances, changes in tax laws, correspondence with tax authorities, and the results of tax audits and related proceedings, which may take several years or more to resolve. We ultimately sometimes have to engage in litigation to achieve the results reflected in our tax estimates, and such litigation can be time consuming and expensive. If the ultimate determination of our taxes owed in any of these jurisdictions is for an amount in excess of the tax provision we have recorded or reserved for, our operating results, cash flows, and financial condition could be materially and adversely affected.

Our corporate and legal entity structure and intercompany arrangements are subject to the tax laws of various jurisdictions, and we could be obligated to pay additional taxes, which would harm our results of operations.

We generally conduct our international operations through wholly-owned subsidiaries and are or may be required to report our taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. Our intercompany relationships are subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The amount of taxes we pay in different jurisdictions may depend on a variety of factors including the application of the tax laws of those various jurisdictions (including the U.S.) to our international business activities, changes in tax rates, new or revised tax laws or interpretations of existing tax laws and policies, and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The relevant taxing authorities have in the past and may in the future disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations.

Item 1B. ***Unresolved Staff Comments***

None.

Item 1C. *Cybersecurity*

Cybersecurity risk management and strategy

We maintain a cybersecurity program designed to protect our systems and data from information security risks, including regular oversight of our programs for security monitoring. Gen has a process for identifying and assessing material risks from cybersecurity threats on a regular basis that operates alongside our broader overall risk assessment process, covering all identified enterprise wide risks. Cybersecurity risk is reviewed quarterly with management and with the board of directors. In addition, we regularly perform evaluations (including independent third-party evaluations) of our security program and our information technology infrastructure and information security management systems. A retained independent third-party firm reviews the maturity of our information security program and the results are discussed with the Audit Committee of the Board. Our processes also address the identification, assessment, and management of cybersecurity threat risks from our use of third-party service providers and other external vendors that support our products, services and internal operations. This involves, among other things, conducting pre-engagement risk-based diligence, reviewing security and controls reports, implementing contractual security and notification provisions, and ongoing monitoring and periodic assessment, as appropriate, based on the nature of the services provided and changes in the threat environment.

Our information security management system is based upon industry frameworks including but not limited to ISO 27001 and NIST Cybersecurity Framework. Our Chief Information Security Officer (CISO) leads our cybersecurity program, which includes the implementation of controls designed to align with these industry frameworks and applicable statutes and regulations. Our CISO has over 30 years of prior work experience in various roles involving managing information security programs, developing cybersecurity strategy, implementing effective information and cybersecurity initiatives and has been the Head of IT Audit, CISO and CIO at three other companies prior to Gen Digital. He has a Bachelor of Science in Computer Information Systems. We have implemented security monitoring capabilities designed to alert us to suspicious activity and developed an incident response program that includes an annual table top exercise and is designed to restore business operations quickly. In addition, employees participate in mandatory annual training and receive communications regarding the cybersecurity environment to increase awareness throughout the company. We also implemented an enhanced annual training program for specific specialized employee populations, including secure coding training.

Governance

The Audit Committee of the Board has direct oversight to the Company's (1) technology strategy, initiatives, and investments and (2) key cybersecurity information technology risks against both internal and external threats. The Audit Committee of the Board is comprised entirely of independent directors, with a mix of experience related to information technology audits, information security issues and/or oversight who meets and reports to the Board on a quarterly basis. The Audit Committee considers information technology risks in connection with cybersecurity incidents overseeing our enterprise technology, and reports to the Board on enterprise risk management matters on a quarterly basis. We have processes in place for management to report security instances to the Audit Committee as they occur, if material, and to provide a summary multiple times per year of other incidents to the Audit Committee. Additionally, our CISO attends each Audit Committee meeting and meets regularly with the Board of Directors to brief them on technology and information security matters. We carry insurance that provides protection against some of the potential losses arising from a cybersecurity incident. In the last fiscal three years, we have not experienced any material information security breach incidences and the expenses we have incurred from information security breach incidences were immaterial. This includes penalties and settlements, of which there were none.

We describe whether and how risks from identified cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial condition, under the heading "Our solutions, systems, websites and the data on these sources have been in the past and may continue to be subject to cybersecurity events that could materially harm our reputation and future sales." included as part of "Risk Factors" in Item 1A of this Annual Report on Form 10-K, which disclosures are incorporated by reference herein.

Item 2. *Properties*

Our principal executive offices occupy approximately 75,051 square feet in Tempe, Arizona under a lease that expires in 2032. We also operate offices and data centers throughout the United States and other countries worldwide.

We believe that our existing facilities are sufficient for our current needs. In the future, we may need to add new facilities and expand our existing facilities as we add employees and evolve our business. We believe that suitable additional or substitute space will be available on commercially reasonable terms to meet our future needs.

Item 3. *Legal Proceedings*

Information with respect to this Item may be found under the heading "Litigation contingencies" in Note 18 of the Notes to the Consolidated Financial Statements in this Annual Report on Form 10-K, which information is incorporated into this Item 3 by reference.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Stock symbol and stockholders of record

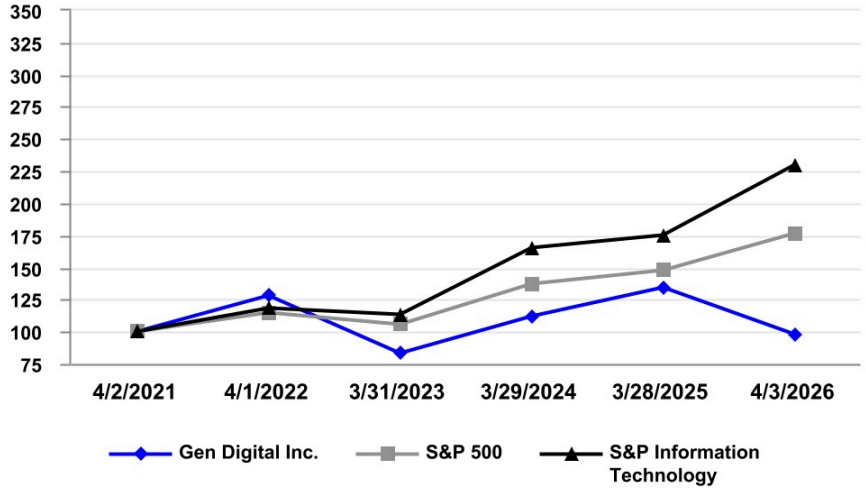
Our common stock is traded on the Nasdaq Global Select Market under the symbol "GEN". As of April 3, 2026, there were 2,284 stockholders of record. A substantially greater number of holders of our common stock are "street name" or beneficial holders, whose shares of record are held by banks, brokers and other financial institutions.

Stock performance graph

The graph below compares the cumulative total stockholder return on our common stock with the cumulative total return on the S&P 500 Composite Index and the S&P Information Technology Index for the five fiscal years ended April 3, 2026 (assuming the initial investment of $100 in our common stock and in each of the other indices on the last day of trading for fiscal 2021 and the reinvestment of all dividends). The comparisons in the graph below are based on historical data and are not indicative of, nor intended to forecast the possible future performance of our common stock.

COMPARISON OF FIVE-YEAR CUMULATIVE TOTAL RETURN

Among Gen Digital Inc., the S&P 500 Index



and the S&P Information Technology Index

This performance graph shall not be deemed "soliciting material" or to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filings of Gen Digital under the Securities Act or the Exchange Act.

Repurchases of our equity securities

Stock repurchases during the three months ended April 3, 2026 were as follows:

(In millions, except per share data)	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs [2]
January 3, 2026 to January 30, 2026	—	$ —	—	$ 2,294
January 31, 2026 to February 27, 2026	9	$ 23.31	9	$ 2,094
February 28, 2026 to April 3, 2026	—	$ —	—	$ 2,094
Total number of shares repurchased	9		9	

(1) The number of shares repurchased is reported on trade date.

(2) Under our stock repurchase programs, shares may be repurchased on the open market and through accelerated stock repurchase transactions. As of April 3, 2026, we had $2,094 million remaining authorized to be completed in future periods with no expiration date.

Item 6. ***[Reserved]***

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Please read the following discussion and analysis of our financial condition and results of operations together with our Consolidated Financial Statements and related Notes thereto included under Item 15 of this Annual Report on Form 10-K.

OVERVIEW

Gen Digital Inc. is a global leader in consumer Cyber Safety and Trust-Based Solutions, empowering people around the world to live safer digital lives while building confidence and control over their financial futures. Through its trusted brands, including Norton, Avast, LifeLock and MoneyLion, Gen offers cybersecurity, online privacy, identity protection and financial wellness solutions to consumers worldwide.

Our Cyber Safety Platform includes our security, comprehensive suites, and privacy products, which deliver technology solutions and superior threat protection to help people navigate the digital world securely, privately and with confidence. Our Trust-Based Solutions includes our identity protection, restoration support services, digital reputation, and secure financial wellness, including our first-party MoneyLion products and our Engine marketplace offerings.

Fiscal calendar

We have a 52/53-week fiscal year ending on the Friday closest to March 31. Fiscal 2026, 2025 and 2024 in this report refers to fiscal years ended April 3, 2026, March 28, 2025 and March 29, 2024, respectively. Fiscal 2026 consisted of 53 weeks, whereas fiscal years 2025 and 2024 each consisted of 52 weeks.

Financial summary

The following table provides our key financial metrics for fiscal 2026 compared with fiscal 2025:

	Fiscal Year	
(In millions, except for per share amounts)	**2026**	**2025**
Net revenues	$ 5,000	$ 3,935
Operating income (loss)	$ 2,120	$ 1,610
Net income (loss)	$ 973	$ 643
Net income (loss) per share - diluted	$ 1.57	$ 1.03
Net cash provided by (used in) operating activities	$ 1,545	$ 1,221

	As of	
(In millions)	**April 3, 2026**	**March 28, 2025**
Cash, cash equivalents and restricted cash	$ 411	$ 1,006

- Net revenues increased $1,065 million, primarily due to higher sales in both our Cyber Safety Platform products and Trust-Based Solutions, including an increase of $823 million due to the acquisition of MoneyLion, and an increase of $87 million due to the favorable impact from the additional week in the first quarter of fiscal 2026.
- Operating income (loss) increased $510 million, primarily due to increased net revenues described above and decreased legal costs related to ongoing litigation. This is partially offset by an increase in marketing costs, payment processing fees, amortization of intangible assets and compensation related expenses.
- Net income (loss) increased $330 million and net income per share increased $0.54, primarily due to increased operating income discussed above partially offset by an increase in income tax expense.
- Cash, cash equivalents and restricted cash decreased by $595 million compared to March 28, 2025, primarily due to the cash consideration paid for our fiscal 2026 acquisitions including MoneyLion, principal payments of our Term A and B Facilities, repayment of our Term A Facility and share repurchases. This is partially offset by proceeds from the issuance of our Incremental Term Loan B and Extended Term Loan A and cash generated from operating activities during fiscal 2026.
- During fiscal 2026, we returned $1,091 million of capital back to shareholders and bondholders. This was achieved through the repurchase of 25 million shares of our common stock, totaling $634 million. Additionally, we paid out a total of $312 million in quarterly dividends and carried out $145 million in net debt pay downs.

GLOBAL MACROECONOMIC CONDITIONS

As a global company, our results of operations and cash flows may be influenced by global macroeconomic conditions and their impact on customer behavior. Global macroeconomic conditions include, but are not limited to, increased tariffs and an uncertain global trade environment, foreign currency exchange rate fluctuations, the impact of interest rate fluctuations, elevated inflation, ongoing and new geopolitical conflicts, the impacts of current and future trade regulations, instability in the global banking sector, slow growth and recession risks, and changes in legislation or regulations and actions by regulators, including changes in enforcement and administrative policies, any of which may be difficult to predict and may persist for an extended period.

Despite challenging global macroeconomic conditions and although we recognize that inflation and broader economic uncertainty can influence customer behavior, we are confident in the long-term overall health of our business, the strength of our

product offerings and our ability to continue to execute on our strategy, including bringing award-winning products and services in cybersecurity and offering comprehensive financial wellness to our customers.

We continue to monitor the direct and indirect impacts of these global macroeconomic or other geopolitical factors. If the economic uncertainty continues, we may experience negative impacts on customer renewals, customer collections, sales and marketing efforts, customer deployments, product development, or other financial metrics. Additional broader implications of these events on our business, results of operations, and overall financial position still remain uncertain and could result in further adverse impacts to our reported results. For further discussion of the potential impacts of global macroeconomic conditions on our business, please see “Risk Factors” in Part I, Item 1A and Part II, Item 7A below.

CRITICAL ACCOUNTING ESTIMATES

The preparation of our Consolidated Financial Statements and related notes in accordance with generally accepted accounting principles in the U.S. requires us to make estimates, including judgments and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. We have based our estimates, judgments and assumptions on historical experience and on various other factors we believe to be reasonable under the circumstances. We evaluate our estimates, judgments and assumptions on a regular basis and make changes accordingly. Management believes that the accounting estimates employed and the resulting amounts are reasonable; however, actual results may differ from these estimates. Making estimates, judgments and assumptions about future events is inherently unpredictable and is subject to significant uncertainties, some of which are beyond our control. Should any of these estimates, judgments or assumptions change or prove to have been incorrect, it could have a material impact on our results of operations, financial position and cash flows.

Management believes the following significant accounting policies reflect the critical estimates used in the preparation of our Consolidated Financial Statements. A summary of our significant accounting policies is included in Note 1, and a description of recently adopted accounting pronouncements and our expectation of the impact on our Consolidated Financial Statements and disclosures are included in Note 2 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

Business combinations

We allocate the purchase price of acquired businesses to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition date. Any residual purchase price is recorded as goodwill. The allocation of purchase price requires management to make significant estimates and assumptions in determining the fair values of the assets acquired and liabilities assumed especially with respect to intangible assets.

Critical estimates in valuing intangible assets include, but are not limited to, future expected cash flows from customer relationships, developed technology, trade names and other intangibles, and discount rates. Management estimates of fair value are based upon assumptions believed to be reasonable but which are inherently uncertain and unpredictable. Third-party valuation specialists are utilized for certain estimates. Unanticipated events and circumstances may occur which may affect the accuracy or validity of such assumptions, estimates or actual results.

Income taxes

We are subject to tax in multiple U.S. and foreign tax jurisdictions. We are required to estimate the current tax exposure as well as assess the temporary differences between the accounting and tax treatment of assets and liabilities, including items such as accruals and allowances not currently deductible for tax purposes. We apply judgment in the recognition and measurement of current and deferred income taxes which includes the following critical accounting estimates.

We use a two-step process to recognize liabilities for unrecognized tax benefits. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. There is judgment and complexity involved in assessing if the tax position is more likely than not. If we determine that the tax position will more likely than not be sustained on audit, the second step requires us to estimate and measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as this requires us to determine the probability of various outcomes. We re-evaluate these unrecognized tax benefits on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit and new audit activity. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in the period.

Loss contingencies

We are subject to contingencies that expose us to losses, including, but not limited to, regulatory proceedings, claims, mediations, arbitration and litigation, arising out of the ordinary course of business. An estimated loss from such contingencies is recognized as a charge to income if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Judgment is required in both the determination of probability and the determination as to whether a loss is reasonably estimable. We review the status of each significant matter quarterly, and we may revise our estimates. Until the final resolution of such matters, there may be an exposure to loss in excess of the amount recorded, and such amounts could be material. Should any of our estimates and assumptions change or prove to have been incorrect, it could have a material impact on our Consolidated Financial Statements for that reporting period.

Recently adopted authoritative guidance

For a discussion of recently adopted authoritative guidance and their potential effects refer to Note 2 of our Notes to the Consolidated Financial Statements of this Annual Report on Form 10-K.

Recently issued authoritative guidance not yet adopted

ASU 2024-03 and ASU 2025-01, Income Statement - Reporting Comprehensive Income (Subtopic 220-40): Expense Disaggregation Disclosures. In November 2024, the FASB issued new guidance requiring that public business entities disclose additional information about specific expense categories in the notes to financial statements at interim and annual reporting periods. This is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. We are currently evaluating the impact of the adoption of this guidance on our Consolidated Financial Statements and disclosures.

ASU 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. In September 2025, the FASB issued new guidance to improve the operability of the guidance by removing all references to software development project stages so that the guidance is neutral to different software development methods, including methods that entities may use to develop software in the future. This is effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. We are currently evaluating the impact of the adoption of this guidance on our Consolidated Financial Statements and disclosures.

RESULTS OF OPERATIONS

We have elected to omit discussion on the earliest of the three years presented in the Consolidated Financial Statements of this Annual Report on Form 10-K. Refer to *Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the fiscal year ended March 28, 2025 for year-over-year comparisons of the results of operation between fiscal 2025 and fiscal 2024 as well as discussion of fiscal 2024 performance metrics and cash flow activity, all of which are incorporated herein by reference.

The following table sets forth our Consolidated Statements of Operations data as a percentage of net revenues for the periods indicated:

	Fiscal Year	
	2026	2025
Net revenues	100 %	100 %
Cost of revenues	22	20
Gross profit	78	80
Operating expenses:		
Sales and marketing	25	19
Research and development	8	8
General and administrative	(2)	7
Amortization of intangible assets	4	4
Restructuring and other costs	1	0
Impairment of intangible assets	—	0
Total operating expenses	36	39
Operating income (loss)	42	41
Interest expense	(11)	(15)
Other income (expense), net	(1)	0
Income (loss) before income taxes	30	26
Income tax expense (benefit)	11	10
Net income (loss)	19 %	16 %

Note: The percentages may not add due to rounding.

Net revenues

	Fiscal Year		% Change
(In millions, except for percentages)	2026	2025	2026 vs. 2025
Net revenues	$ 5,000	$ 3,935	27 %

Fiscal 2026 compared to fiscal 2025

Net revenues increased $1,065 million, due to a $163 million increase in sales of our Cyber Safety Platform products and a $902 million increase in sales of our Trust-Based Solutions, including a $823 million increase in Trust-Based Solutions due to the acquisition of MoneyLion. Net revenues also increased $87 million due to the favorable impact from the additional week in the first quarter of fiscal 2026, impacting both segment financials. Specifically, the additional week contributed $56 million to Cyber Safety Platform and $31 million to Trust-Based Solutions.

Performance Metrics

We regularly monitor a number of metrics in order to measure our current performance and estimate our future performance. We believe these key operating metrics are useful to investors because management uses these metrics to assess the growth of our business and the effectiveness of our marketing and operational strategies. Our metrics may be calculated in a manner different than similar metrics used by other companies.

The following table summarizes supplemental key performance metrics:

	Fiscal Year	
(In millions)	**2026**	**2025**
Cyber Safety Platform	$ 3,339	$ 3,176
Trust-Based Solutions	1,661	759
Total net revenues	$ 5,000	$ 3,935
Direct revenues	$ 4,137	$ 3,463
Partner revenues	863	472
Total net revenues	$ 5,000	$ 3,935
Total bookings	$ 5,107	$ 3,988

	As of	
(In millions)	**April 3, 2026**	**March 28, 2025**
Total paid customers	79	68

Revenue from Cyber Safety Platform increased $163 million during fiscal 2026 due to growth across our cyber safety membership offerings and the additional week in the first quarter of fiscal 2026. Revenue from Trust-Based Solutions increased $902 million during fiscal 2026 primarily due to the acquisition of MoneyLion, continued growth in our identity point solutions and the additional week in the first quarter of fiscal 2026.

Direct revenue reflects subscriptions sold directly through e-commerce or mobile channels, and revenue generated from financial transactions directly made through Gen properties or marketplaces.

Partner revenue reflects partner-sourced and channel revenue via retailers, employee benefits, telcos, publishers, and strategic partnerships, including revenue generated from product usage or products sold through our financial marketplace.

Total bookings are defined as customer orders received that are expected to generate net revenues in the future. We present the operational metric of bookings because it reflects customers' demand for our products and services and to assist readers in analyzing our performance in future periods.

We define paid customers as active users of our products and solutions, including subscribers with an active paid subscription to our products at the end of the reported period. Paid customers also includes product users with a unique account and at least one revenue-generating transaction in the relevant active period of each respective product category, whether through our first-party personal finance products, transacting through our financial marketplaces, or generating revenue through product usage. We exclude users on free trials and those who have not actively transacted in the relevant period of each respective product category.

In order to properly reflect our customer cohorts that contribute to revenue given the dynamic nature of consumers and our product portfolio, our methodology is subject to change from time to time. The methodologies used to measure these metrics require judgment and we regularly review our metrics to improve their accuracy. However, our ability to recalculate our historical metrics may be impacted by data limitations or other factors that require us to apply different methodologies for such adjustments. We generally do not intend to update previously disclosed metrics for any such inaccuracies or adjustments that are deemed not material.

Net revenues by geographical region

Percentage of revenue by geographical region as presented below is based on the billing location of the customers.

	Fiscal Year	
	2026	**2025**
Americas	71 %	66 %
EMEA	21 %	24 %
APJ	8 %	10 %

The Americas include U.S., Canada, and Latin America; EMEA includes Europe, Middle East, and Africa; APJ includes Asia Pacific and Japan.

Percentage of revenue in Americas increased primarily due to our acquisition of MoneyLion during fiscal 2026 as compared to fiscal 2025.

Cost of revenues

(In millions, except for percentages)	Fiscal Year 2026	Fiscal Year 2025	% Change 2026 vs. 2025
Cost of revenues	$ 1,077	$ 776	39 %

Fiscal 2026 compared to fiscal 2025

Cost of revenues, including the impact of the additional week in the first quarter of fiscal 2026, increased $301 million, primarily due to a $197 million increase in partner revenue share mainly in Trust-Based Solutions, a $58 million increase in payment processing fees and a $32 million increase in amortization of intangible assets.

Operating expenses

(In millions, except for percentages)	Fiscal Year 2026	Fiscal Year 2025	% Change 2026 vs. 2025
Sales and marketing	$ 1,228	$ 745	65 %
Research and development	409	329	24 %
General and administrative	(87)	291	(130)%
Amortization of intangible assets	218	174	25 %
Restructuring and other costs	35	7	400 %
Impairment of intangible assets	—	3	(100)%
Total operating expenses	$ 1,803	$ 1,549	16 %

Our operating expenses increased in fiscal 2026 compared to fiscal 2025 primarily due to our acquisition of MoneyLion, the impact of the additional week in the first quarter of fiscal 2026. and compensation related expenses, offset by decrease in legal accruals.

Fiscal 2026 compared to fiscal 2025

Sales and marketing expense, including the impact of the additional week in the first quarter of fiscal 2026, increased $483 million, primarily due to a $205 million in loss on sale of Instacash Advances, a $142 million increase in marketing expenses, a $67 million increase in headcount costs and a $46 million increase in stock-based compensation expense.

Research and development expense, including the impact of the additional week in the first quarter of fiscal 2026, increased $80 million, primarily due to a $31 million increase in headcount costs, a $19 million increase in equipment expenses, a $17 million increase in stock-based compensation expense and an $8 million increase in occupancy and IT costs.

General and administrative expense decreased $378 million, primarily due to a $354 million litigation accrual reversal related to our litigation with the Trustees of the University of Columbia in the City of New York (Columbia). Refer to Note 18 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for additional information on our litigation with Columbia.

Amortization of intangible assets increased $44 million, primarily due to our acquisition of MoneyLion.

Restructuring and other costs increased $28 million, primarily due to an increase in severance and termination benefits in connection with the April 2025 Plan. See Note 12 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for details of the fiscal 2026 restructuring activities.

Non-operating income (expense), net

(In millions)	Fiscal Year 2026	Fiscal Year 2025	$ Change 2026 vs. 2025
Interest expense	$ (569)	$ (578)	$ 9
Interest income	25	28	(3)
Foreign exchange gain (loss)	4	2	2
Loss on early extinguishment of debt	(9)	—	(9)
Change in fair value and impairment of non-marketable equity investments	(79)	(30)	(49)
Gain on sale of nonfinancial assets	15	—	15
Gain (loss) on sale of properties	(1)	—	(1)
Other	5	(3)	8
Non-operating income (expense), net	$ (609)	$ (581)	$ (28)

Fiscal 2026 compared to fiscal 2025

Non-operating income (expense), net, increased $28 million, primarily due to a $49 million increase in change in fair value and impairment of our non-marketable equity investments. See Note 8 of the Notes to the Consolidated Financial Statements

included in this Annual Report on Form 10-K for details of the fiscal 2026 activities related to our non-marketable equity investments. This is partially offset by a $15 million gain on sale of nonfinancial assets in the third quarter of fiscal 2026.

Provision for income taxes

(In millions, except for percentages)	Fiscal Year 2026	2025
Income (loss) before income taxes	$ 1,511	$ 1,029
Income tax expense (benefit)	$ 538	$ 386
Effective tax rate	36 %	38 %

Fiscal 2026 compared to fiscal 2025

Our effective tax rate decreased primarily due to a lower impact from U.S. taxation of foreign earnings, partially offset by increased impacts from changes in unrecognized tax benefits and related interest and penalties in fiscal 2026. See Note 13 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for information about our unrecognized tax benefits.

On July 4, 2025, the One Big Beautiful Bill Act (the Act) was enacted into law in the United States. The Act includes various provisions that are applicable to us beginning in fiscal 2026. These provisions include an allowance to accelerate tax deductions of certain capital expenditures, research & experimentation expenditures, and an increase to the annual limitation of tax-deductible interest expenses. The impacts of the Act are included in our operating results for fiscal 2026. The Act has not had, and is not expected to have, a material impact on our effective tax rate.

LIQUIDITY, CAPITAL RESOURCES AND CASH REQUIREMENTS

Liquidity and Capital Resources

We have historically relied on cash generated from operations, borrowings under credit facilities, issuances of debt and proceeds from divestitures for our liquidity needs.

Our capital allocation strategy is to balance driving stockholder returns, managing financial risk and preserving our flexibility to pursue strategic options, including acquisitions and mergers. Historically, this has included a quarterly cash dividend, the repayment of debt and the repurchase of shares of our common stock.

Based on past performance and current expectations, we believe that our existing cash and cash equivalents, together with cash generated from operations, amounts available under our Revolving Facility and our future refinancing plans related to our upcoming maturities, will be sufficient to meet our working capital needs, support on-going business activities and finance the expected synergy costs related to the acquisition of MoneyLion through at least the next 12 months and to meet our known long-term contractual obligations. We are currently not aware of any trends or demands, commitments, events or uncertainties that will result in or that are reasonably likely to result in our liquidity increasing or decreasing in any material way that will impact our capital needs during or beyond the next 12 months. However, our future liquidity and capital requirements may vary materially from those as of April 3, 2026 depending on several factors, including, but not limited to, economic conditions; political climate; the expansion of sales and marketing activities; the costs to acquire or invest in businesses; outcome of income tax audits with relevant tax authorities; resolution of legal proceedings, including, but not limited to, regulatory proceedings, claims, mediations, arbitrations and litigation; and the risks and uncertainties discussed in “Risk Factors” in Part I, Item 1A.

Cash flows

The following table summarizes our cash flow activities in fiscal 2026 and 2025:

(In millions)	Fiscal Year 2026	2025
Net cash provided by (used in):		
Operating activities	$ 1,545	$ 1,221
Investing activities	$ (1,011)	$ (100)
Financing activities	$ (1,133)	$ (970)
Increase (decrease) in cash, cash equivalents and restricted cash	$ (595)	$ 160

See Note 7 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for our supplemental cash flow information.

Cash from operating activities

Net cash provided by operating activities of $1,545 million in fiscal 2026 was primarily comprised of net income adjusted for the net effect of non-cash items. Changes in operating assets and liabilities, net of acquisitions, include decreases in other liabilities, Instacash Advances held for sale, income taxes payable, accounts receivable, net and accounts payable offset by an increase in contract liabilities.

Cash from investing activities

Net cash used in investing activities of $1,011 million in fiscal 2026 was primarily related to the cash consideration paid for our fiscal 2026 acquisitions including MoneyLion.

Cash from financing activities

Net cash used in financing activities of $1,133 million in fiscal 2026 was primarily due to repayment of our Term A Facility, principal payments of our Term A and B Facilities, repurchases of common stock under our repurchase program and quarterly dividend payments. This was partially offset by proceeds from the issuance of our Incremental Term Loan B of $750 million and Extended Term Loan A of $2,741 million.

Cash and cash equivalents

As of April 3, 2026, we had cash and cash equivalents of approximately $402 million, excluding restricted cash, of which $289 million was held by our foreign subsidiaries. Our cash and cash equivalents are managed with the objective to preserve principal, maintain liquidity and generate investment returns. The participation exemption system under current U.S. federal tax regulations generally allows us to make distributions of non-U.S. earnings to the U.S. without incurring additional U.S. federal tax; however, these distributions may be subject to applicable state or non-U.S. taxes.

Debt

We have an undrawn revolving credit facility of $1,495 million, net of our letters of credit, which expires in March 2031.

Stock repurchases

During the fiscal 2026 and 2025, we executed repurchases of 25 million and 11 million of our common stock under our existing stock repurchase program for an aggregate amount of $634 million and $272 million, respectively.

Material Cash Requirements

Our principal cash requirements are primarily to meet our working capital needs, support on-going business activities, including payment of taxes and cash dividends, payment of contractual obligations, funding capital expenditures, servicing existing debt, repurchasing shares of our common stock and investing in business acquisitions and mergers.

Debt instruments

As of April 3, 2026, our total outstanding principal amount of indebtedness is summarized as follows. See Note 10 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information on our debt.

(In millions)	April 3, 2026
Term Loans	$ 5,825
Senior Notes	2,450
Total debt	$ 8,275

The Amended Credit Agreement contains customary representations and warranties and affirmative and negative covenants, including compliance with specified financial ratios, and includes a springing maturity provision applicable solely to the Extended Term A Facility and Revolving Facility pursuant to which the obligations under such facilities may become due and payable prior to the stated maturity dates.

As of April 3, 2026, we were in compliance with all debt covenants. See Note 10 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information regarding our debt, including applicable financial ratios, debt covenant compliance and the springing maturity provision applicable to the Extended Term A Facility and Revolving Facility.

Dividends

On May 7, 2026, we announced a cash dividend of $0.125 per share of common stock to be paid in June 2026. Any future dividends and dividend equivalents will be subject to the approval from our Board of Directors.

Stock repurchase program

Under our stock repurchase program, we may purchase shares of our outstanding common stock on the open market (including through trading plans intended to qualify under Rule 10b5-1 under the Exchange Act) and through accelerated stock repurchase transactions. As of April 3, 2026, the remaining balance of our stock repurchase authorization is $2,094 million and does not have an expiration date. The timing and actual number of shares repurchased will depend on a variety of factors, including price, general business and market conditions and other investment opportunities.

Restructuring

See Note 12 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further cash flow information associated with our restructuring activities.

Material contractual obligations

The following is a schedule of our material contractual commitments as of April 3, 2026. The expected timing and amount of short-term and long-term payments of the obligations in the following table is estimated based on current information. Timing of payments and actual amounts paid may be different, depending on the time of receipt of goods or services, or changes to agreed-upon amounts for certain obligations.

(In millions)	Short-Term Payments	Long-Term Payments	Total
Contractual obligations:			
Debt (principal payments) [1]	$ 181	$ 8,094	$ 8,275
Interest payments on debt [2]	474	1,525	1,999
Purchase obligations [3]	532	106	638
Operating leases [4]	22	51	73
Total	$ 1,209	$ 9,776	$ 10,985

(1) Debt (principal payment) is classified based on the currently effective stated maturity dates in force as of April 3, 2026. The classification above does not reflect any earlier maturity that could result from the application of a springing maturity date. See Note 10 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information.

(2) Interest payments calculated based on the contractual terms of the related debt instruments. Interest on variable rate debt was calculated using the interest rate in effect as of April 3, 2026. See Note 10 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information on the term loans and senior notes.

(3) Agreements for purchases of goods or services, with terms that are enforceable and legally binding and specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum, or variable price provisions; and the approximate timing of the transaction. These amounts include agreements to purchase goods or services that have cancellation provisions requiring little or no payment. The amounts under such contracts are included because management believes that cancellation of these contracts is unlikely, and we expect to make future cash payments according to the contract terms or in similar amounts for similar materials.

(4) Payments for various non-cancelable operating lease agreements that expire on various dates through fiscal 2033. The amounts in the table above exclude expected sublease income. See Note 9 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information on leases.

Due to the uncertainty with respect to the timing of future cash flows associated with our unrecognized tax benefits and other long-term taxes as of April 3, 2026, we are unable to make reasonably reliable estimates of the period of cash settlement with the respective taxing authorities. Therefore, $1,584 million in long-term income taxes payable has been excluded from the contractual obligations table. See Note 13 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information.

Indemnifications

In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners, subsidiaries, and other parties with respect to certain matters, including, but not limited to, product warranties and losses arising out of our breach of agreements or representations and warranties made by us, including claims alleging that our software infringes on the intellectual property rights of a third party. In addition, our bylaws contain indemnification obligations to our directors, officers, employees and agents, and we have entered into indemnification agreements with our directors and certain of our officers to give such directors and officers additional contractual assurances regarding the scope of the indemnification set forth in our bylaws and to provide additional procedural protections. We maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors and officers. Refer to Note 18 of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K for further information on our indemnifications.

Item 7A. *Quantitative and Qualitative Disclosures about Market Risk*

We are exposed to various market risks related to fluctuations in interest rates and foreign currency exchange rates. We may use derivative and non-derivative financial instruments to reduce the volatility of earnings and cash flow that may result from adverse economic conditions and events or changes in interest rates and foreign currency exchange rates.

Interest rate risk

As of April 3, 2026, we had $2,450 million in aggregate principal amount of fixed-rate Senior Notes outstanding, with a carrying amount and a fair value of $2,443 million, based on Level 2 inputs. The fair value of these notes fluctuates when interest rates change. Since these notes bear interest at fixed rates, the financial statement risk associated with changes in interest rates is limited to future refinancing of current debt obligations. If these notes were refinanced at higher interest rates prior to maturity, our total interest payments could increase by a material amount; however, this risk is mitigated by our strong cash position and expected future cash generated from operations, which will be sufficient to satisfy this increase in obligation.

As of April 3, 2026, we also had $5,825 million outstanding debt with variable interest rates based on the Secured Overnight Financing Rate (SOFR). A hypothetical 100 basis point change in SOFR would have resulted in a $58 million increase or decrease in interest expense on an annualized basis.

In addition, we have a $1,495 million revolving credit facility, net of our letters of credit, that, if drawn, bears interest at a variable rate based on SOFR and would be subject to the same risks associated with adverse changes in SOFR.

Foreign currency exchange rate risk

We conduct business in numerous currencies through our worldwide operations, and our entities hold monetary assets or liabilities, earn revenues or incur costs in currencies other than each entity's functional currency, primarily in Euro, Japanese Yen, British Pound, Australian Dollar, Czech Koruna and Canadian Dollar. In addition, we charge our international subsidiaries for their use of intellectual property and technology and for certain corporate services provided. Our cash flow, results of operations and certain of our intercompany balances that are exposed to foreign exchange rate fluctuations may differ materially from expectations, and we may record significant gains or losses due to foreign currency fluctuations and related hedging activities. As a result, we are exposed to foreign exchange gains or losses, which impacts our operating results.

Growth in our international operations will incrementally increase our exposure to foreign currency fluctuations as well as volatile market conditions, including the weakening of foreign currencies relative to USD, which has negatively affected, and may in the future continue to negatively affect, our revenue expressed in USD.

We manage these exposures and reduce the potential effects of currency fluctuations by executing monthly foreign exchange forward contracts to hedge foreign currency balance sheet exposures. The gains and losses on these foreign exchange contracts are recorded in Other income (expense), net in our Consolidated Statements of Operations.

We do not use derivative financial instruments for speculative trading purposes, nor do we hedge our foreign currency exposure in a manner that entirely offsets the effects of changes in foreign exchange rates. As our international operations grow, we will continue to reassess our approach to managing risks related to fluctuations in foreign currency.

Additional information related to our debt and derivative instruments is included in Note 10 and Note 11, respectively, of the Notes to the Consolidated Financial Statements included in this Annual Report on Form 10-K.

Item 8. ***Financial Statements and Supplementary Data***

The Consolidated Financial Statements and related disclosures included in Part IV, Item 15 of this Annual Report are incorporated by reference into this Item 8. In addition, there were no material retrospective changes to any quarters in the two most recent fiscal years that would require supplementary disclosure.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

(a) Evaluation of Disclosure Controls and Procedures

The SEC defines the term "disclosure controls and procedures" to mean a company's controls and other procedures that are designed to ensure that information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms. "Disclosure controls and procedures" include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our disclosure controls and procedures are designed to provide reasonable assurance that such information is accumulated and communicated to our management. Our management (with the participation of our Chief Executive Officer and Chief Financial Officer) has conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of the end of the period covered by this report.

Based on such evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of the end of the period covered by this Annual Report on Form 10-K.

(b) Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) for Gen Digital. Our internal control over financial reporting is a process designed under the supervision of our CEO and CFO to provide reasonable assurance regarding the preparation and reliability of financial reporting and preparation of our financial statements for external purposes in accordance with accounting principles generally accepted in the U.S.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, has conducted an evaluation of the effectiveness of our internal control over financial reporting as of April 3, 2026, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We completed the acquisition of MoneyLion in April 2025. Management has excluded MoneyLion from its assessment of the effectiveness of Gen's internal control over financial reporting as of April 3, 2026. Total assets (excluding goodwill and intangibles) and total revenues of MoneyLion represent approximately 2%, or $354 million and 16%, or $823 million, respectively, of the Consolidated Financial Statement amounts as of, and for the fiscal year ended, April 3, 2026. This exclusion is in accordance with the SEC staff's general guidance that an assessment of an acquired business may be omitted from the scope of management's assessment of the effectiveness of internal control over financial reporting during the first year after completion of an acquisition while integrating the acquired company.

Our management has concluded that, as of April 3, 2026, our internal control over financial reporting was effective at the reasonable assurance level based on these criteria.

The effectiveness of our internal control over financial reporting, as of April 3, 2026, has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report, which is included in Part IV, Item 15 of this Annual Report on Form 10-K.

(c) Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the fiscal quarter ended April 3, 2026 that has materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

On April 17, 2025, we completed our acquisition of MoneyLion and are currently integrating MoneyLion into our operations and internal control processes. Our initial assessment of MoneyLion's internal control over financial reporting is ongoing. We have designed and implemented new controls as needed.

MoneyLion Material Weakness

A material weakness is a deficiency or a combination of deficiencies in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of a registrant's financial statement will not be prevented or detected on a timely basis.

Prior to the acquisition by Gen, MoneyLion reported an identified material weakness in its internal control over financial reporting. As a result, MoneyLion concluded that, as of December 31, 2024, its disclosure controls and procedures were not

effective in providing reasonable assurance that information required to be disclosed in reports filed or submitted under the Exchange Act was recorded, processed, summarized and reported within the time periods specified by SEC rules and forms. The material weakness identified relates to MoneyLion's Credit Builder Loan product, involving certain cash disbursements made to customer escrow accounts that were not in accordance with the product's terms. While the related transactions were properly reflected in the financial statements and no misstatements were identified, the control deficiency could have resulted in unauthorized disbursements of cash. Accordingly, this deficiency was determined to constitute a material weakness. MoneyLion has undertaken steps to remediate the material weakness and we are evaluating the steps that have been taken under Gen's control framework.

(d) Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. The design of a control system also is based in part upon assumptions and judgments made by management about the likelihood of future events, and there can be no assurance that a given control will be effective under all potential future conditions. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected.

Item 9B. ***Other Information***

Insider adoption or termination of trading arrangements

During the fiscal quarter ended April 3, 2026, none of our directors or officers (as defined in Section 16 of the Securities Exchange Act of 1934, as amended) informed us of the adoption or termination of a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as defined in Regulation S-K, Item 408.

Item 9C. ***Disclosure Regarding Foreign Jurisdictions that Prevent Inspections***

Not applicable.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

The information required by this item will be included under the captions “The Board and Its Committees”, “Our Executive Officers” and “Corporate Governance” in our proxy statement for the 2026 Annual Meeting to be filed with the SEC within 120 days of the fiscal year ended April 3, 2026 (the 2026 Proxy Statement) and is incorporated herein by reference. With regard to the information required by this item regarding compliance with Section 16(a) of the Exchange Act, we will provide disclosure of delinquent Section 16(a) reports, if any, in the 2026 Proxy Statement, and such disclosure, if any, is incorporated herein by reference.

Item 11. *Executive Compensation*

The information required by this item will be included under the captions “Director Compensation” and “Executive Compensation and Related Information” in our 2026 Proxy Statement and is incorporated herein by reference (excluding the information under the subheading “Pay Versus Performance”).

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

The information required by this item will be included under the captions “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” in our 2026 Proxy Statement and is incorporated herein by reference.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The information required by this item will be included under the captions “Certain Relationships and Related Transactions” and “Board Independence” in our 2026 Proxy Statement and is incorporated herein by reference.

Item 14. *Principal Accountant Fees and Services*

Our independent registered public accounting firm is KPMG LLP, Santa Clara, CA, Auditor Firm ID: 185.

The information required by this item will be included under the caption “Principal Accountant Fees and Services” in our 2026 Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a)

(1). Financial Statements

Upon written request, we will provide, without charge, a copy of this annual report, including the Consolidated Financial Statements and financial statement schedule. All requests should be sent to:

Gen Digital Inc.
Attn: Investor Relations
60 E. Rio Salado, Suite 1000
Tempe, Arizona 85281
(650) 527-8000

The following documents are filed as part of this report:

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Gen Digital Inc.:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Gen Digital Inc. and subsidiaries (the Company) as of April 3, 2026 and March 28, 2025, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity (deficit), and cash flows for each of the years in the three-year period ended April 3, 2026, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of April 3, 2026, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of April 3, 2026 and March 28, 2025, and the results of its operations and its cash flows for each of the years in the three-year period ended April 3, 2026, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of April 3, 2026 based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

The Company acquired MoneyLion Inc. during the year ended April 3, 2026, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of April 3, 2026, MoneyLion Inc.'s internal control over financial reporting associated with total assets (excluding goodwill and intangibles) and total revenues representing approximately 2%, or $354 million, and 16%, or $823 million, respectively, included in the consolidated financial statements of the Company as of and for the year ended April 3, 2026. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of MoneyLion Inc.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Sufficiency of audit evidence over net revenues

As discussed in Note 1 to the consolidated financial statements, the Company's net revenues are principally derived from the sale of products and services directly to end-user customers through multiple partner distribution channels. The processing of customer orders through to the determination of net revenues to be recognized is reliant upon multiple information technology (IT) systems. The Company recorded $5,000 million of net revenues for the year ended April 3, 2026.

We identified the evaluation of sufficiency of audit evidence over net revenues as a critical audit matter. The evaluation of sufficiency of audit evidence over net revenues required a high degree of subjective auditor judgment due to the number of revenue-related IT systems involved. Specifically, judgment was required to evaluate that revenue data was captured and aggregated throughout various IT systems. Additionally, IT professionals with specialized skills and knowledge were required to evaluate the nature and extent of evidence obtained over net revenues.

The following are the primary procedures we performed to address this critical audit matter. We applied auditor judgment to determine the nature and extent of procedures to be performed over net revenues. We evaluated the design and tested the operating effectiveness of certain internal controls related to the revenue processes, including controls related to IT. We involved IT professionals with specialized skills and knowledge, who assisted in identifying and testing key IT configuration and IT interface controls for the various systems processing and recording revenue transactions. For a sample of transactions, we assessed the recorded revenue by comparing cash receipts to the revenue recognized. We evaluated the sufficiency of audit evidence obtained over net revenues by assessing the results of procedures performed.

Accounting for the Sale of Instacash Advances

As discussed in Note 3 to the consolidated financial statements, the Company originates and sells Instacash Advances pursuant to a Master Receivables Purchase Agreement. These advances are not loans and carry no contractual obligation for customer repayment. The Company accounts for the transfer of these advances as sales of financial assets under ASC 860, *Transfers and Servicing*. During the year, Instacash Advances sold aggregated $4,126 million with a resulting loss on sale of $205 million. As of April 3, 2026, the Company was servicing $343 million of sold Instacash Advances.

We identified the evaluation of the accounting for Instacash Advances as a critical audit matter. Complex auditor judgment was required to evaluate whether the terms and conditions of Instacash Advances met the criteria for sale of financial asset accounting under relevant accounting guidance.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of an internal control related to the Instacash sale accounting. We involved accounting professionals with specialized skills and knowledge, who assisted in evaluating management's accounting analysis and related disclosures and inspecting the underlying agreements to assess the application of the accounting guidance. Additionally, for a sample of Instacash transactions, we compared the originations, transfers and repayments to the underlying documentation as well as the Company's accounting policy to determine that the transactions were accounted for in accordance with the relevant accounting guidance.

/s/ KPMG LLP

We have served as the Company's auditor since 2002.

Santa Clara, California
May 21, 2026

GEN DIGITAL INC.

CONSOLIDATED BALANCE SHEETS

(In millions, except par value per share amounts)

	April 3, 2026	March 28, 2025
ASSETS		
Current assets:		
Cash, cash equivalents and restricted cash	$ 411	$ 1,006
Accounts receivable, net	361	171
Other current assets	295	245
Assets held for sale	14	22
Total current assets	1,081	1,444
Property and equipment, net	71	60
Intangible assets, net	2,096	2,267
Goodwill	10,996	10,237
Deferred income tax assets	1,153	1,218
Other long-term assets	192	269
Total assets	$ 15,589	$ 15,495
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 96	$ 94
Accrued compensation and benefits	115	105
Current portion of long-term debt	181	291
Contract liabilities	1,904	1,846
Other current liabilities	414	515
Total current liabilities	2,710	2,851
Long-term debt	8,015	7,968
Long-term contract liabilities	73	77
Deferred income tax liabilities	198	222
Long-term income taxes payable	1,588	1,420
Other long-term liabilities	394	688
Total liabilities	12,978	13,226
Commitments and contingencies (Note 18)		
Stockholders' equity (deficit):		
Common stock and additional paid-in capital, $0.01 par value: 3,000 shares authorized; 598 and 617 shares issued and outstanding as of April 3, 2026 and March 28, 2025, respectively	2,341	2,066
Accumulated other comprehensive income (loss)	1	(33)
Retained earnings (accumulated deficit)	269	236
Total stockholders' equity (deficit)	2,611	2,269
Total liabilities and stockholders' equity	$ 15,589	$ 15,495

The accompanying Notes to the Consolidated Financial Statements are an integral part of these statements.

GEN DIGITAL INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(In millions, except per share amounts)

	Year Ended		
	April 3, 2026	**March 28, 2025**	**March 29, 2024**
Net revenues	$ 5,000	$ 3,935	$ 3,800
Cost of revenues	1,077	776	731
Gross profit	3,923	3,159	3,069
Operating expenses:			
Sales and marketing	1,228	745	733
Research and development	409	329	332
General and administrative	(87)	291	604
Amortization of intangible assets	218	174	233
Restructuring and other costs	35	7	57
Impairment of intangible assets	—	3	—
Total operating expenses	1,803	1,549	1,959
Operating income (loss)	2,120	1,610	1,110
Interest expense	(569)	(578)	(669)
Other income (expense), net	(40)	(3)	6
Income (loss) before income taxes	1,511	1,029	447
Income tax expense (benefit)	538	386	(160)
Net income (loss)	$ 973	$ 643	$ 607
Net income (loss) per share - basic	$ 1.59	$ 1.04	$ 0.95
Net income (loss) per share - diluted	$ 1.57	$ 1.03	$ 0.95
Weighted-average shares outstanding:			
Basic	612	617	637
Diluted	619	624	642

The accompanying Notes to the Consolidated Financial Statements are an integral part of these statements.

GEN DIGITAL INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(In millions)

	Year Ended		
	April 3, 2026	March 28, 2025	March 29, 2024
Net income (loss)	$ 973	$ 643	$ 607
Other comprehensive income (loss), net of taxes:			
Foreign currency translation gain (loss)	37	(31)	10
Net unrealized gain (loss) on interest rate derivative	(3)	(13)	16
Other comprehensive income (loss), net of taxes	34	(44)	26
Comprehensive income (loss)	$ 1,007	$ 599	$ 633

The accompanying Notes to the Consolidated Financial Statements are an integral part of these statements.

GEN DIGITAL INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

(In millions, except share amounts)

	Common Stock and Additional Paid-In Capital		Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity (Deficit)
	Shares	Amount			
Balance as of March 31, 2023	640	$ 2,800	$ (15)	$ (633)	$ 2,152
Net income (loss)	—	—	—	607	607
Other comprehensive income (loss), net of taxes	—	—	26	—	26
Common stock issued under employee stock incentive plans	6	12	—	—	12
Shares withheld for taxes related to vesting of stock units	(2)	(26)	—	—	(26)
Repurchases of common stock [1]	(21)	(444)	—	—	(444)
Cash dividends declared ($0.50 per share of common stock) and dividend equivalents accrued	—	(253)	—	(72)	(325)
Stock-based compensation	—	138	—	—	138
Balance as of March 29, 2024	623	2,227	11	(98)	2,140
Net income (loss)	—	—	—	643	643
Other comprehensive income (loss), net of taxes	—	—	(44)	—	(44)
Common stock issued under employee stock incentive plans	6	11	—	—	11
Shares withheld for taxes related to vesting of stock units	(1)	(26)	—	—	(26)
Repurchases of common stock [1]	(11)	(274)	—	—	(274)
Cash dividends declared ($0.50 per share of common stock) and dividend equivalents accrued	—	(6)	—	(309)	(315)
Stock-based compensation	—	134	—	—	134
Balance as of March 28, 2025	617	2,066	(33)	236	2,269
Net income (loss)	—	—	—	973	973
Other comprehensive income (loss), net of taxes	—	—	34	—	34
Common stock issued under employee stock incentive plans	8	13	—	—	13
Shares withheld for taxes related to vesting of stock units	(2)	(56)	—	—	(56)
Repurchases of common stock [1]	(25)	(5)	—	(634)	(639)
Cash dividends declared ($0.50 per share of common stock) and dividend equivalents accrued	—	(8)	—	(306)	(314)
Stock-based compensation	—	237	—	—	237
Fair value of replacement awards issued in connection with business acquisitions	—	21	—	—	21
Fair value of CVR issued in connection with business acquisitions	—	73	—	—	73
Balance as of April 3, 2026	598	$ 2,341	$ 1	$ 269	$ 2,611

(1) Amount includes excise tax on share repurchases.

The accompanying Notes to the Consolidated Financial Statements are an integral part of these statements.

GEN DIGITAL INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)

	Year Ended		
	April 3, 2026	**March 28, 2025**	**March 29, 2024**
OPERATING ACTIVITIES:			
Net income (loss)	$ 973	$ 643	$ 607
Adjustments:			
Amortization and depreciation	493	419	485
Impairments and write-offs of current and long-lived assets	—	7	(3)
Stock-based compensation expense	237	133	138
Loss on sale of Instacash Advances	205	—	—
Deferred income taxes	92	(32)	(991)
Loss on extinguishment of debt	9	—	—
Gain on sale of nonfinancial assets	(15)	—	—
Gain on sale of properties	—	—	(9)
Non-cash operating lease expense	18	16	18
Change in fair value and impairment of non-marketable equity investments	79	30	40
Foreign currency remeasurement loss (gain)	54	(2)	(18)
Legal contract dispute cost [(1)]	—	66	—
Other	47	13	40
Changes in operating assets and liabilities, net of acquisitions:			
Accounts receivable, net	(32)	(53)	7
Accounts payable	(48)	26	(12)
Accrued compensation and benefits	8	27	(24)
Contract liabilities	74	36	47
Income taxes payable	(96)	(80)	446
Instacash Advances held for sale, net	(205)	—	—
Other assets	16	86	861
Other liabilities	(364)	(114)	432
Net cash provided by (used in) operating activities	1,545	1,221	2,064
INVESTING ACTIVITIES:			
Purchases of property and equipment	(22)	(15)	(20)
Purchase of non-marketable equity investments	—	(4)	—
Payments for acquisitions, net of cash acquired	(1,032)	(84)	—
Payments for originations of notes receivable	(283)	—	—
Proceeds from principal repayments of notes receivable	253	—	—
Proceeds from the maturities and sales of short-term investments	13	—	—
Proceeds from the sale of properties	21	—	25
Proceeds from sale of nonfinancial assets	40	—	—
Other	(1)	3	(3)
Net cash provided by (used in) investing activities	(1,011)	(100)	2
FINANCING ACTIVITIES:			
Repayments of debt	(3,620)	(1,311)	(1,183)
Proceeds from issuance of debt, net of issuance costs [(2)]	3,475	941	—
Net proceeds from sales of common stock under employee stock incentive plans	13	11	12
Tax payments related to vesting of stock units	(55)	(26)	(26)
Dividends and dividend equivalents paid	(312)	(313)	(323)
Repurchases of common stock	(634)	(272)	(441)
Net cash provided by (used in) financing activities	(1,133)	(970)	(1,961)
Effect of exchange rate fluctuations on cash, cash equivalents and restricted cash	4	9	(9)
Change in cash, cash equivalents and restricted cash	(595)	160	96
Beginning cash, cash equivalents and restricted cash	1,006	846	750
Ending cash, cash equivalents and restricted cash	$ 411	$ 1,006	$ 846

(1) During fiscal 2025, in connection with a legal settlement terminating our agreement with an Avast e-commerce partner that acted as payment processor and merchant of record for a subset of customers, we released our claims to $66 million of outstanding accounts receivable (net of any fees payable) in exchange for the transfer of the related customer information to us. The $66 million was charged off as general and administrative expense and is reflected as a non-cash item within the change in accounts receivable in operating activities for fiscal 2025. No comparable activity occurred in fiscal 2026 or fiscal 2024.

(2) Issuance costs paid for issuance of debt for fiscal year ended 2026 and 2025 was $16 million and $9 million, respectively.

The accompanying Notes to the Consolidated Financial Statements are an integral part of these statements.

GEN DIGITAL INC.

Notes to the Consolidated Financial Statements

Note 1. Description of Business and Significant Accounting Policies

Business

Gen Digital Inc. is a global leader in consumer Cyber Safety and Trust-Based Solutions, empowering people around the world to live safer digital lives while building confidence and control over their financial futures. Through its trusted brands, including Norton, Avast, LifeLock and MoneyLion, Gen offers cybersecurity, online privacy, identity protection and financial wellness solutions to consumers worldwide.

Basis of presentation

The accompanying Consolidated Financial Statements of Gen Digital Inc. and our wholly-owned subsidiaries are prepared in conformity with generally accepted accounting principles in the United States (U.S. GAAP). All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal calendar

We have a 52/53-week fiscal year ending on the Friday closest to March 31. Fiscal 2026, 2025 and 2024 in this report refers to fiscal years ended April 3, 2026, March 28, 2025 and March 29, 2024, respectively. Fiscal year 2026 consisted of 53 weeks, whereas fiscal years 2025 and 2024 each consisted of 52 weeks.

Use of estimates

The preparation of Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts reported and disclosed in the Consolidated Financial Statements and accompanying Notes. Such estimates include, but are not limited to, valuation of business combinations including acquired intangible assets and goodwill, loss contingencies, provision for credit losses, valuation of our contingent value rights (CVRs), the recognition and measurement of current and deferred income taxes, including assessment of unrecognized tax benefits, and valuation of assets and liabilities. On an ongoing basis, management determines these estimates and assumptions based on historical experience and on various other assumptions that are believed to be reasonable. Third-party valuation specialists are also utilized for certain estimates. Actual results could differ from such estimates and assumptions due to risks and uncertainties, including uncertainty in the current economic environment as a result of macroeconomic factors such as inflation, fluctuations in foreign currency exchange rates relative to the U.S. dollar, our reporting currency, changes in interest rates, ongoing and new geopolitical conflicts, and such differences may be material to the Consolidated Financial Statements.

Significant Accounting Policies

With the exception of those discussed in Note 2, there were no material changes in accounting pronouncements issued by the Financial Accounting Standards Board (FASB) that were applicable or adopted by us during fiscal 2026.

Revenue recognition

We sell products and services directly to end-users and through multiple partner distribution channels. Revenue recognition begins when we transfer control of the promised products or services to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for such products or services. Our customer definition aligns with the control principles as outlined under Accounting Standards Codification (ASC) 606. Performance periods are generally one year or less, and payments are generally collected up front. Revenue is recognized net of any taxes collected from customers and subsequently remitted to governmental authorities.

Our customers are primarily users of our products and solutions and have a direct billing relationship with us. However, our customers, also include users who do not have a direct billing relationship with us but register on our e-commerce site through our e-commerce partners. When referring to e-commerce partners, we are referring to those that are our fulfillment and payment processors who perform primarily administrative functions, such as collecting payment and remitting any required sales tax to governmental authorities. Revenue from these e-commerce partners is recognized on a gross basis, excluding fees paid to e-commerce partners.

We also generate revenue from stand-ready referral arrangements with third-party partners based on variable transaction prices. Revenue from these arrangements is recognized in the period in which services are provided, to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved.

We offer various channel rebates for our products. Our estimated reserves for channel volume incentive rebates are based on distributors' and resellers' performance compared to the terms and conditions of volume incentive rebate programs, which are typically entered into quarterly. Our reserves for rebates are estimated based on the terms and conditions of the promotional program, actual sales during the promotion, the amount of redemptions received, historical redemption trends by product and by type of promotional program and the value of the rebate. We record estimated reserves for rebates as an offset to revenue or contract liabilities. As of April 3, 2026 and March 28, 2025, reserves for rebates, recorded in Other current liabilities, were $4 million and $2 million, respectively. For products that include content updates and services, rebates are recognized as a ratable offset to revenue or contract liabilities over the term of the subscription.

Performance obligations

At contract inception, we assess the products and services promised in the contract to identify each performance obligation and evaluate whether the performance obligations are capable of being distinct and are distinct within the context of the contract. Performance obligations that are not both capable of being distinct and are distinct within the context of the contract are combined and treated as a single performance obligation in determining the allocation and recognition of revenue.

Our software solutions typically consist of a term-based subscription as well as when-and-if available software updates and upgrades. We have determined that our promises to transfer the software license subscription and the related support and maintenance are not separately identifiable because:

- the licensed software and the software updates and upgrades are highly interdependent and highly interrelated, working together to deliver continuously updated protection to customers;
- by identifying and addressing new threats, the software updates and upgrades significantly modify the licensed software and are integral to maintaining its utility; and
- given the rapid pace with which new threats are identified, the value of the licensed software diminishes rapidly without the software updates and upgrades.

We therefore consider the software license and related support obligations a single, combined performance obligation with revenue recognized over time as our solutions are delivered.

Revenue from services is recognized as services are completed or ratably over the contractual period.

Sale of Instacash Advances

Sales of Instacash Advances (the amount advanced to the customer) are accounted for as a sale when we determine that the Instacash Advances meet all the necessary criteria, including legal isolation for transferred assets, lack of constraint on the transferee to pledge or exchange the transferred assets for their benefit and the transfer of control. As a result, we no longer record these Instacash Advances in our Consolidated Financial Statements. We have also concluded that our continuing involvement in the sales arrangement does not affect this determination. We retain the servicing rights for the Instacash Advances sold and receive a market-based service fee for servicing the assets sold.

Instacash Advances held for sale are recorded at the lower of cost or fair value. If fair value is lower than cost, the difference between cost and fair value is recorded as a component of loss on sale within our sales and marketing expense in the Consolidated Statement of Operations. If we no longer have the intent to sell Instacash Advances held for sale, they are reclassified to Accounts Receivables, net at cost.

Net Interest Income on Notes Receivables

Net interest income on notes receivables is generated by interest earned on our Credit Builder Loan product, which are classified as notes receivables within accounts receivable, net on the Consolidated Balance Sheet.

Interest income and the related accrued interest receivables on notes receivables are accrued based upon the daily principal amount outstanding except for loans that are on nonaccrual status. We recognize interest income using the effective interest method. Our policy is to suspend recognition of interest income on notes receivables and place the loan on nonaccrual status when the account is 60 days or more past due on a contractual basis or when, in our estimation, the collectability of the account is uncertain and has not yet been charged-off.

Fair value measurements

For assets and liabilities measured at fair value, fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value, we consider the principal or most advantageous market in which we would transact, and we consider assumptions that market participants would use when pricing the asset or liability.

The three levels of inputs that may be used to measure fair value are:

- Level 1: Quoted prices in active markets for identical assets or liabilities.
- Level 2: Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in less active markets or model-derived valuations. All significant inputs used in our valuations, such as discounted cash flows, are observable or can be derived principally from or corroborated with observable market data for substantially the full term of the assets or liabilities.
- Level 3: Unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of assets or liabilities. We monitor and review the inputs and results of these valuation models to help ensure the fair value measurements are reasonable and consistent with market experience in similar asset classes.

Assets measured and recorded at fair value:

Cash equivalents. We consider all highly liquid investments with an original maturity of three months or less at the time of purchase to be cash equivalents. Cash equivalents are carried at amounts that approximate fair value due to the short period of time to maturity.

Non-marketable investments. Our non-marketable investments consist of equity investments in privately-held companies without a readily determinable fair value. We primarily measure these investments at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. We may elect to measure certain investments at fair value, for which we utilize third-party valuation specialists at least annually in the fourth quarter of each fiscal year, or more frequently if events or changes in circumstances indicate a change in the fair value of the investment. Gains and losses on these investments, whether realized or unrealized, are recognized in Other income (expense), net in our Consolidated Statements of Operations.

We assess the recoverability of our non-marketable investments by reviewing various indicators of impairment. If indicators are present, a fair value measurement is made by performing a discounted cash flow analysis of the investment. We immediately recognize the impairment to our non-marketable equity investments if the carrying value exceeds the fair value.

Accounts receivable

Accounts receivable are recorded at the invoiced amount and are not interest bearing. We maintain an allowance for credit losses to reserve for expected uncollectible receivables. We also maintain an allowance for credit losses on notes receivable, related accrued interest and retained Instacash Advances. The allowance is recorded through a provision for credit losses and subsequent charge-offs, net of recoveries, are applied directly against this allowance.

We review our accounts receivable by aging category to identify specific customers or accounts with known disputes, delinquencies or collectability issues. In addition, we maintain an allowance for all other receivables not included in the specific reserve by applying estimates of expected credit losses to receivables with similar risk characteristics. In determining these percentages, we use judgment based on our historical collection experience and current economic trends as well as reasonable and supportable forecasts of future economic conditions, recent trends in delinquencies and charge-offs and other relevant factors. Due to the short-term nature of certain receivables, recent delinquency and charge-off trends are a primary consideration in estimating expected credit losses for those balances.

Our policy is to charge off notes receivable, related accrued interest and certain trade receivables, net of expected recoveries, in the month an account becomes 90 days contractually past due or earlier in the month an account is determined to be uncollectible. We determine past-due status based on contractual payment terms, which serve as a credit quality indicator.

Restricted Cash

Restricted cash consists of cash we are required to hold in reserve under our arrangements with certain vendors, including payment processors and partner banks, to support loan and Instacash Advance processing and funding activities. All cash accounts are held in federally insured institutions, which may at times exceed federally insured limits.

Property and equipment

Property, equipment, and leasehold improvements are stated at cost, net of accumulated depreciation. Depreciation is provided on a straight-line basis over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: buildings, 20 to 30 years; building improvements, 7 to 20 years; leasehold improvements, the lesser of the life of the improvement or the initial lease term, and computer hardware and software and office furniture and equipment, 3 to 5 years.

Internal-use software development costs

We capitalize qualifying costs incurred during the application development stage related to software developed for internal-use and amortize them over the estimated useful life of 3 years. We expense costs incurred related to the planning and post-implementation phases of development as incurred. As of April 3, 2026 and March 28, 2025, capitalized costs, net of amortization, were $9 million and $6 million, respectively.

Leases

We determine if an arrangement is a lease at inception. We have elected to not recognize a lease liability or right-of-use (ROU) asset for short-term leases (leases with a term of twelve months or less that do not include an option to purchase the underlying asset). Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. The interest rate we use to determine the present value of future payments is our incremental borrowing rate because the rate implicit in our leases is not readily determinable. Our incremental borrowing rate is a hypothetical rate for collateralized borrowings in economic environments where the leased asset is located based on credit rating factors. Our operating lease assets also include adjustments for prepaid lease payments, lease incentives and initial direct costs.

Certain lease contracts include obligations to pay for other services, such as operations and maintenance. We elected the practical expedient whereby we record all lease components and the related minimum non-lease components as a single lease component. Cash payments made for variable lease costs are not included in the measurement of our operating lease assets and liabilities. Many of our lease terms include one or more options to renew. We do not assume renewals in our determination of the lease term unless it is reasonably certain that we will exercise that option. Lease costs for minimum lease payments for

operating leases are recognized on a straight-line basis over the lease term. Our lease agreements do not contain any residual value guarantees.

Business combinations

We use the acquisition method of accounting under the authoritative guidance on business combinations. We allocate the purchase price of our acquisitions to the assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase price over the fair values of these identifiable assets and liabilities is recorded as goodwill. Acquisition-related expenses are recognized separately from the business combination and are expensed as incurred. Each acquired company's operating results are included in our Consolidated Financial Statements starting on the date of acquisition.

Goodwill

Goodwill is recorded when consideration paid for an acquisition exceeds the fair value of net tangible and intangible assets acquired. Goodwill is allocated to our reporting units, which are an operating segment or one level below an operating segment.

We perform an impairment assessment of goodwill at the reporting unit level at least annually in the fourth quarter of each fiscal year, or more frequently if events or changes in circumstances indicate that the asset may be impaired. The accounting guidance gives us the option to perform a qualitative assessment to determine whether further impairment testing is necessary. The qualitative assessment considers events and circumstances that might indicate that a reporting unit's fair value is less than its carrying amount. If it is determined, as a result of the qualitative assessment, that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, a quantitative test is performed.

In fiscal 2026, based on our qualitative assessments, we concluded that it is more likely than not that the fair values are more than their carrying values. Accordingly, there was no indication of impairment of goodwill, and further quantitative testing was not required.

Long-lived assets

In connection with our acquisitions, we generally recognize assets for customer relationships, developed technology, finite-lived trade names, other intangibles and indefinite-lived trade names. Finite-lived intangible assets are carried at cost less accumulated amortization. Such amortization is provided on a straight-line basis over the estimated useful lives of the respective assets, generally from 1 to 10 years. Amortization for developed technology is recognized in cost of revenue. Amortization for customer relationships and certain trade names is recognized in operating expenses. Indefinite-lived intangible assets are not subject to amortization but instead tested for impairment annually or more frequently if events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Long-lived assets, including finite-lived intangible assets, property and equipment and ROU lease assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows independent of other assets. An impairment loss is recognized when estimated undiscounted future cash flows generated from the assets are less than their carrying amount. Measurement of an impairment loss is based on the excess of the carrying amount of the asset group over its fair value.

There were no impairments of long-lived assets recognized during fiscal 2026 and 2024. In fiscal year 2025, based on our qualitative assessment, we recognized an impairment of $3 million related to our long-lived assets.

Contract liabilities

Contract liabilities consist of deferred revenue and customer deposit liabilities and represent cash payments received or due in advance of fulfilling our performance obligations. Deferred revenue represents billings under non-cancelable contracts before the related product or service is transferred to the customer. Certain arrangements include terms that allow the customer to terminate the contract and receive a refund for a period of time. In these arrangements, we have concluded there are no future enforceable rights and obligations during the period in which the option to cancel is exercisable by the customer, and therefore the consideration received or due from the customer is recorded as a customer deposit liability.

Debt

Our debt includes senior unsecured notes, senior term loans and a senior secured revolving credit facility. Our senior unsecured notes are recorded at par value at issuance less a discount representing the amount by which the face value exceeds the fair value at the date of issuance and an amount which represents issuance costs. Our senior term loans are recorded at par value less debt issuance costs, which are recorded as a reduction in the carrying value of the debt. The discount and issuance costs associated with the various notes are amortized using the effective interest rate method over the term of the debt as a non-cash charge to interest expense. Borrowings under our revolving credit facility, if any, are recognized at principal balance plus accrued interest based upon stated interest rates. Debt maturities are classified as current liabilities on our Consolidated Balance Sheets if we are contractually obligated to repay them in the next twelve months or, prior to the balance sheet date, we have the authorization and intent to repay them prior to their contractual maturities and within the next twelve months.

Treasury stock

We account for treasury stock under the cost method. Shares repurchased under our share repurchase program are retired. Upon retirement, we allocate the value of treasury stock between Additional paid-in capital and Retained earnings.

Contingent Value Rights (CVRs)

We account for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance in ASC 480, *Distinguishing Liabilities from Equity* and ASC 815, *Derivatives and Hedging*. The assessment considers whether the warrants are freestanding financial instruments pursuant to ASC 480, meet the definition of liability pursuant to ASC 480, and whether the warrants meet all the requirements for equity classification under ASC 815, including whether the warrants are indexed to our own common stock, among other conditions for equity classification. The currently outstanding CVRs issued as part of the MoneyLion acquisition consideration are classified as equity under these conditions.

Restructuring

Restructuring actions generally include significant actions involving employee-related severance charges, contract termination costs and asset write-offs and impairments. Employee-related severance charges are largely based upon substantive severance plans, while some charges result from mandated requirements in certain foreign jurisdictions. These charges are reflected in the period when both the actions are probable and the amounts are estimable. Contract termination costs reflect costs that will continue to be incurred under a contract for its remaining term without future economic benefit. These charges are reflected in the period when a contract is terminated. Asset write-offs and impairments, including those associated with ROU lease assets, are recorded in the period when an asset is retired or a facility is no longer operational.

Income taxes

We compute the provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities and for operating losses and tax credit carryforwards in each jurisdiction in which we operate. We measure deferred tax assets and liabilities using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled.

We also assess the likelihood that deferred tax assets will be realized from future taxable income and based on weighting positive and negative evidence, we will assess and determine the need for a valuation allowance, if required. The determination of our valuation allowance involves assumptions, judgments and estimates, including forecasted earnings, future taxable income and the relative proportions of revenue and income before taxes in the various domestic and international jurisdictions in which we operate. To the extent we establish a valuation allowance or change the valuation allowance in a period, we reflect the change with a corresponding increase or decrease to Income tax expense (benefit) in our Consolidated Statements of Operations.

We record accruals for unrecognized tax benefits when we believe that it is not more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. We also record accruals for unrecognized tax benefits at the largest amount that is greater than 50% likely of being realized based on the technical merits of the position. We adjust these accruals when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. The provision for income taxes includes the effects of adjustments for unrecognized tax benefits as well as any related interest and penalties.

Stock-based compensation

We measure and recognize stock-based compensation for all stock-based awards, including restricted stock units (RSU), performance-based restricted stock units (PRU), stock options and rights to purchase shares under our employee stock purchase plan (ESPP), based on their estimated fair value on the grant date. We recognize the costs in our Consolidated Financial Statements on a straight-line basis over the award's requisite service period except for PRUs with graded vesting, for which we recognize the costs on a graded basis. For awards with performance conditions, the amount of compensation cost we recognize over the requisite service period is based on the actual or estimated achievement of the performance condition. We estimate the number of stock-based awards that will be forfeited due to employee turnover.

The fair value of each RSU and PRU that does not contain a market condition is equal to the market value of our common stock on the date of grant. The fair value of each PRU that contains a market condition is estimated using the Monte Carlo simulation model. The fair values of RSUs and PRUs are not discounted by the dividend yield because our RSUs and PRUs include dividend-equivalent rights, except for the 4 million unvested RSUs assumed as part of our acquisition MoneyLion. We use the Black-Scholes model to determine the fair value of stock options and the fair value of rights to acquire shares of common stock under our ESPP. The Black-Scholes valuation model incorporates a number of variables, including our expected stock price volatility over the expected life of the awards, actual and projected employee exercise and forfeiture behaviors, risk-free interest rates and expected dividends. If we do not have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected life, we estimate the expected life of the stock option awards granted based on its expected term using the simplified method available under U.S. GAAP.

Foreign currency

For foreign subsidiaries whose functional currency is the local currency, assets and liabilities are translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Meanwhile, revenue and expenses are translated using the average exchange rates during the period. Gains and losses resulting from translation of these foreign currency financial statements into U.S. dollars are recorded in AOCI. Remeasurement adjustments are recorded in Other income (expense), net in our Consolidated Statements of Operations.

Concentrations of risk

A significant portion of our revenue is derived from international sales. Fluctuations of the U.S. dollar against foreign currencies, changes in local regulatory or economic conditions, or piracy could adversely affect our operating results.

We are exposed to credit risk principally through cash, cash equivalents and restricted cash and trade accounts receivable.

The associated risk of concentration for cash, cash equivalents and restricted cash is mitigated by maintaining balances with creditworthy financial institutions in accordance with our investment policy, which limits the amount of credit exposure to any one bank and to any one country. At certain times, amounts on deposit may exceed federal deposit insurance limits.

A majority of our trade receivables are derived from sales to E-commerce partners and retailers that distribute our cyber safety products. We also make consumer loans and advances to our Trust-Based Solutions customers. The credit risk in our trade accounts receivable is substantially mitigated by our credit evaluation process, reasonably short collection terms, and the consumer nature and geographical dispersion of sales transactions. We maintain an allowance for credit losses on our trade accounts receivable.

No e-commerce partners accounted for over 10% of our total billed and unbilled accounts receivable for the fiscal year ended April 3, 2026. One e-commerce partner accounted for approximately 11% of accounts receivable as of March 28, 2025.

Advertising and other promotional costs

Advertising and other promotional costs are expensed as incurred, and are recorded in sales and marketing expenses. These costs totaled $584 million, $441 million and $438 million for fiscal 2026, 2025 and 2024, respectively.

Contingencies

We evaluate contingent liabilities including threatened or pending litigation in accordance with the authoritative guidance on contingencies. We assess the likelihood of any adverse judgments or outcomes from potential claims or proceedings, as well as potential ranges of probable losses, when the outcomes of the claims or proceedings are probable and reasonably estimable. A determination of the amount of an accrual required, if any, for these contingencies is made after the analysis of each separate matter. Because of uncertainties related to these matters, we base our estimates on the information available at the time of our assessment. As additional information becomes available, we reassess the potential liability related to our pending claims and litigation and may revise our estimates.

Government Regulation

We are subject to various state and federal laws and regulations in each of the states in which we operate, which are subject to change and may impose significant costs or limitations on the way we conduct or expand our business. Our consumer loans and advances are originated under individual state laws, which may carry different rate and rate limits, and have varying terms and conditions depending upon the state in which they are offered. We are also subject to state licensing requirements of each individual U.S. state in which we operate, including with respect to certain consumer lending, life insurance and mortgage products and services that we offer directly or to which we connect consumers through third parties. Other governmental regulations include, but are not limited to, imposed limits on certain charges, insurance products and required licensing and qualifications.

Note 2. Recent Accounting Standards

Recently adopted authoritative guidance

ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. In December 2023, the FASB issued new guidance to update income tax disclosure requirements, requiring disaggregated information about an entity's effective tax rate reconciliation as well as income taxes paid. This is effective for fiscal years beginning after December 15, 2024. We have adopted the standard in our Annual Report on Form 10-K for the fiscal year ended April 3, 2026 using a prospective approach in Note 13. The adoption of the standard has resulted in the modification of our disclosures but had no impact on our consolidated financial position, results of operations or statement of cash flows.

Note 3. Sale of Instacash Advances

Instacash Advance Product Overview

Instacash Advances are our non-recourse earned wage access (EWA) product that provides customers with early access to their anticipated income deposits. Customers who link a bank account can access Instacash Advances at any time during a regular deposit period, up to an approved limit. This product gives customers financial flexibility to address short-term cash needs.

Instacash Advance eligibility is based on verification of the customer's identity, the linked bank account and identification of recurring income deposits. Repayments are made via pre-authorized bank debits, which customers may cancel without penalty,

modify, defer, or reschedule within allowable limits. Customers must be current on Instacash Advance repayments in order to access new ones. Instacash Advances do not bear interest or mandatory fees. There are no fees for standard fund delivery, although expedited delivery is available for an optional fee (Turbo Fee). Customers may also leave an optional tip (Tip) for use of the service.

Accounting for Instacash Advances

Instacash Advances are not loans. The customer has no contractual obligation to repay an Instacash Advance, although the customer must be current on Instacash Advance repayments to request another Instacash Advance. At the point of Instacash Advance origination, the customer requests an available Instacash Advance amount, decides whether to incur an optional Turbo Fee and leave a tip, confirms the scheduled repayment date and authorizes automatic debit repayment. In the absence of directly applicable authoritative guidance, although Instacash Advances do not meet the U.S. GAAP definition of financial assets, we believe that financial asset accounting is the most relevant for financial reporting purposes, as there is a history of customers repaying the amount advanced.

We originate Instacash Advances with an intent to immediately sell, and sales of Instacash Advances are accounted for as sales under ASC 860, *Transfers and Servicing (ASC 860),* when all required conditions are met, including legal isolation of the transferred assets, no constraints on the transferee's ability to pledge or exchange the assets, and no effective control over the assets.

Instacash Advances are sold pursuant to a Master Receivables Purchase Agreement (the Purchase Agreement) with Sound Point Capital Management LP (Sound Point). The Purchase Agreement has an initial two-year term beginning on June 30, 2024, with a one-year extension option upon mutual agreement. The Purchase Agreement allows the purchasers to acquire, on a committed basis and subject to certain conditions and concentration limits, a majority of our eligible Instacash Advances, up to an aggregate facility limit of $225 million at any given time. During fiscal 2026, we sold $4,126 million of Instacash Advances under the Purchase Agreement and had no unused capacity as of April 3, 2026. Optional Turbo Fees and Tips associated with Instacash Advances are excluded from the sale and are not transferred under the Purchase Agreement.

Each Instacash Advance portfolio is initially priced at a fixed discount based on historical portfolio performance and loss rates. Future purchase prices are subject to adjustment based on the updated portfolio performance and changes to the applicable discount rate.

Consistent with ASC 860, Instacash Advances sold under the Purchase Agreement are removed from our balance sheet. We retain the associated servicing rights and earn a market-based servicing fee. Turbo Fees and Tips are recognized after performance is completed and cash is collected.

Instacash Advances that have been originated and are pending sale under the Purchase Agreement are classified as held for sale and are measured at the lower of cost or fair value. During fiscal 2026, we recognized $205 million in loss on the mark-to-market and sale of Instacash Advances, which is recorded in sales and marketing in our Consolidated Statement of Operations. If an Instacash Advance does not qualify for sale pursuant to the Purchase Agreement or if the intent to sell ceases, the Instacash Advance is reclassified to Accounts receivable, net, and carried at net realizable value.

In connection with the Purchase Agreement, MoneyLion Technologies Inc. (the Servicer), a wholly owned subsidiary of ours, entered into a Servicing Agreement with Sound Point and the purchasers party thereto. Under this agreement, we are responsible for servicing the sold receivables, including collections, remittances, and reporting. We earn a fixed percentage of net collections as a servicing fee, which is recognized as income when collections are received. As of April 3, 2026, we were responsible for servicing $343 million of Instacash Advances sold under the Purchase Agreement. During fiscal 2026, we recognized $59 million in servicing income, recorded in Net revenues in our Consolidated Statement of Operations. As of April 3, 2026, we had $32 million payable to Sound Point relating to the servicing activity, which will be settled using restricted cash and receivables from payment processors recorded in Other current assets.

Refer to Note 7 for a breakdown of our Instacash Advances balance, which is included in Accounts receivable, net in our Consolidated Balance Sheets.

Note 4. Business Combinations

Fiscal 2025 acquisition

On January 28, 2025, we acquired all of the outstanding shares of a technology-enabled personal finance education and recommendation platform for an aggregate purchase price of $84 million, net of $1 million cash acquired. The net purchase price was primarily allocated to goodwill and intangible assets of $52 million and $32 million, respectively.

Fiscal 2026 MoneyLion acquisition

On December 10, 2024, we entered into a definitive agreement to acquire MoneyLion. We completed the acquisition of MoneyLion on April 17, 2025. MoneyLion extends our identity solutions into offering comprehensive financial wellness through MoneyLion's full-featured personal finance platform that includes credit building and financial management services.

Under the terms of the definitive agreement, each share of Class A common stock, par value $0.0001 per share, of MoneyLion, that was issued and outstanding as of immediately prior to the effective time of the acquisition was automatically cancelled, extinguished, and converted into the right to receive cash in an amount equal to $82.00, without interest thereon. Additionally, we cancelled all in-the money outstanding stock options, whether vested or unvested, and converted into the right to receive (i) an amount in cash, without interest thereon, equal to the product obtained by multiplying (a) the number of in-the-

money outstanding stock option immediately prior to the close by (b) the excess, if any, of MoneyLion's closing stock price over the exercise price per share of such in-the-money stock option and (ii) one CVR in respect of each in-the-money stock option immediately prior to the close. Any outstanding stock option with an exercise price greater than or equal to MoneyLion's closing stock price per share was forfeited and canceled for no consideration. We paid cash consideration of approximately $935 million for 100% of MoneyLion's issued and outstanding common stock and in-the-money outstanding stock options.

In addition, for each share owned, MoneyLion shareholders received at closing one CVR that entitles the holder to a contingent payment of $23.00 in the form of shares of our common stock (issuable based on an assumed share price of $30.48 per Gen share) if our average volume-weighted average share price reaches at least $37.50 per share over 30 consecutive trading days from December 10, 2024 until April 17, 2027. As of the close of the acquisition, we issued 12 million CVRs representing a fair value of approximately $73 million. Refer to Note 14 for further discussion on the CVRs.

Additionally, all outstanding and unvested RSUs and PSUs were assumed and converted into 4 million service-based RSUs of Gen's common stock. The conversion was calculated by multiplying the total number of unvested RSUs and PSUs by an equity conversion ratio of 3.48. All converted RSUs will vest in accordance with the vesting period set forth in the original award agreement assuming continued service by the recipients through such date. The total fair value of these converted restricted stock awards was approximately $92 million, which $21 million was for pre-combination services and therefore, represents purchase consideration and $71 million will be recognized as stock-compensation expense over the requisite service period.

Consideration transferred

The total consideration for the acquisition of MoneyLion was approximately $951 million, net of cash acquired, and consisted of the following:

(In millions)	April 17, 2025
Cash consideration for outstanding MoneyLion common shares	$ 935
Fair value of assumed and converted equity awards	21
Fair value of CVRs	73
Total consideration	1,029
Less cash acquired	78
Net consideration transferred	$ 951

Fair value of assets acquired and liabilities assumed

Our final allocation of the aggregate purchase price for the acquisition as of April 17, 2025 was as follows:

(In millions)	April 17, 2025
Assets:	
Accounts receivable [1]	$ 140
Other current assets	32
Assets held for sale	14
Property and equipment	2
Operating lease assets	14
Intangible assets	347
Goodwill	560
Other long-term assets	58
Total assets acquired	1,167
Liabilities:	
Accounts payable	41
Current liabilities	108
Contract liabilities	1
Operating lease liabilities	14
Other long-term obligations	52
Total liabilities assumed	216
Total purchase price	$ 951

(1) Gross accounts receivable at acquisition date and the amount of receivables expected to be collected are materially the same.

Our estimates and assumptions were subject to refinement within the measurement period, which ended during the fourth quarter of fiscal 2026. Adjustments to the purchase price during the measurement period required adjustments to be made to goodwill. During the fourth quarter of fiscal 2026, we recorded measurement period adjustments resulting in a decrease to goodwill of $7 million, primarily related to deferred tax assets, which resulted in an increase of $7 million to other long-term assets.

The goodwill of $560 million represents the excess of the consideration transferred over the fair values of the assets acquired and liabilities assumed. It is attributable to the expected synergies of the acquisition, including future cost savings from planned integration of infrastructure, facilities, personnel and systems, and other benefits that are anticipated to be generated by combining both companies. Goodwill is allocated to our Trust-Based Solutions Segment. The goodwill recognized is not expected to be deductible for U.S. tax purposes. See Note 6 for further information on goodwill.

The identified intangible assets and their respective useful lives, as of April 17, 2025, are as follows:

(In millions, except for useful lives)	Fair Value	Weighted-Average Estimated Useful Life (Years)
Customer and partner relationships [1]	$ 102	3
Developed technology [2]	161	5
Finite-lived trade names and other [3]	84	8
Total identified intangible assets	$ 347	

(1) Customer and partner relationships include marketplace partner relationships, banking partner relationships, and customer relationships of $42 million, $4 million, and $56 million, respectively. Marketplace partner relationships were valued using the multi-period excess earnings method (MPEEM), which is a form of the income approach, which considers significant assumptions like discount rate, long-term growth rate, and attrition factor. Banking partner relationships and customer relationships were valued using the replacement cost approach. The replacement cost approach is a valuation method that relies on estimating the replacement costs of assets based on the cost that a market participant would incur to generate the acquired portfolio of relationships.

(2) Developed technology was valued using the Relief-from-Royalty method, which is a form of the income approach, which considers significant assumptions like long-term growth rates, royalty rates, discount rates, and obsolescence rates.

(3) Finite-lived trade names and other include content library and the MoneyLion trade name intangibles of $14 million and $70 million, respectively. Content library was valued using the replacement cost approach, which relies on estimating the replacement cost of the asset based on the cost of a market participant would incur to reconstruct a substitute asset of comparable utility. The MoneyLion trade name was valued using the Relief-from-Royalty method, which considers significant assumptions like long-term growth rates, royalty rates, discount rates, and probability of use.

Financing

In connection with our acquisition of MoneyLion, we entered into the Second Amendment to Amended and Restated Credit Agreement (the Second Amendment) with certain financial institutions to fund a portion of the cash consideration paid, in which they agreed to provide to us a $750 million Incremental Term B Facility, which matures on April 16, 2032. We incurred $9 million of debt issuance costs associated with the Incremental Term B Facility, which was capitalized and included in long-term debt in our Consolidated Balance Sheets. See Note 10 for further information about this debt instrument and the related debt covenants.

Impact on operating results

Our results of operations for fiscal 2026 includes $823 million of net revenues attributable to MoneyLion beginning April 17, 2025. It is impracticable to provide after-tax earnings attributable to MoneyLion subsequent to the acquisition due to the integration of our operations. We do not consider MoneyLion to be a separate operating segment or reporting unit, but rather an integrated brand, selling and marketing strategy within our Trust-Based Solutions segment.

We recognized immaterial transaction costs during fiscal 2026. These costs were primarily associated with legal and professional services, which were expensed as incurred and included in general and administrative expenses in our Consolidated Statement of Operations.

Unaudited pro forma information

The following unaudited pro forma financial information represents the combined historical results for the fiscal years 2026 and 2025, as if the acquisition had been completed on March 30, 2024, the first day of fiscal 2025. The results below include the alignment of fiscal reporting periods and the impact of nonrecurring pro forma adjustments, including amortization of acquired intangible assets, interest on debt issued to finance the acquisition, stock-based compensation related to awards issued in conjunction with the acquisition, acquisition-related transaction costs, accounting policy alignment and the income tax effect of other pro forma adjustments. The unaudited pro forma results do not include any anticipated synergies or other expected benefits of the acquisition. The following table summarizes the unaudited pro forma financial information:

	Year Ended	
(In millions)	April 3, 2026	March 28, 2025
Net revenues	$ 5,032	$ 4,469
Net income (loss)	$ 1,015	$ 555

The unaudited pro forma financial information is provided for informational purposes only and is not indicative of future operations or results that would have been achieved had the acquisition been completed as of the beginning of fiscal 2025.

Fiscal 2026 acquisition

On March 10, 2026, we acquired all of the outstanding shares of a technology-enabled company that provides a digital personal insurance marketplace platform in the United States. The platform delivers insurance comparison and advisory services using data-driven matching capabilities, real-time bidding technology, and conversational interfaces supported by licensed insurance advisors. The acquisition brings additional insurance capabilities into the Engine by Gen marketplace.

The total purchase consideration was $175 million, net of $6 million cash acquired. The acquisition was not material to our Consolidated Financial Statements for the fiscal year ended April 3, 2026. Accordingly, we have not presented certain disclosures otherwise required by ASC 805, including the impact on our operating results or pro-forma financial information.

The accounting for the acquisition is preliminary as we continue to evaluate certain assets acquired and liabilities assumed. The valuation of assets acquired and liabilities assumed remains in process. As a result, the allocation of the purchase price has not been finalized. We currently expect that the purchase consideration will be primarily allocated to goodwill in our Trust-Based Solutions Segment. Based on preliminary estimates, approximately $171 million of the purchase consideration has been allocated to goodwill. We expect to finalize the purchase price allocation during the measurement period, which will not exceed one year from the acquisition date.

Note 5. Revenues

Disaggregation of revenues

The following table summarizes the components of our net revenues:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Subscription and service revenue [1]	$ 4,982	$ 3,935	$ 3,800
Net interest income on notes receivable	18	—	—
Net revenues	$ 5,000	$ 3,935	$ 3,800

(1) Subscription and service revenue includes amounts related to our Instacash Advances of $479 million in fiscal 2026. Refer to Note 3 for additional information regarding our Instacash Advances.

Contract liabilities

During fiscal 2026 and 2025, we recognized $1,820 million and $1,777 million of revenue, respectively, from the contract liabilities balance at the beginning of the respective fiscal years.

Remaining performance obligations

Remaining performance obligations represent contracted revenue that has not been recognized, which include contract liabilities and, when applicable, amounts that will be billed and recognized as revenue in future periods. As of April 3, 2026, we had $1,320 million of remaining performance obligations, excluding customer deposit liabilities of $657 million, of which we expect to recognize approximately 94% as revenue over the next 12 months.

See Note 1 for a description of our revenue recognition policy and Note 17 for tabular disclosures of disaggregated revenue by reportable segment and geographic region.

Note 6. Goodwill and Intangible Assets

Goodwill

Subsequent to the completion of our acquisition of MoneyLion on April 17, 2025, our portfolio now spans two reportable segments, Cyber Safety Platform and Trust-Based Solutions. See Note 17 for additional information on our reportable segments and Note 4 for additional information on our acquisition of MoneyLion.

We perform an impairment assessment of goodwill at the reporting unit level at least annually in the fourth quarter of each fiscal year, or more frequently if events or changes in circumstances indicate that the asset may be impaired. As a result of the change in reportable segments, our reporting units also changed. We used the relative fair value method to allocate goodwill to the associated reporting units. In connection with the preparation of our Condensed Financial Statements for the fiscal quarter ended July 4, 2025, we tested goodwill for impairment immediately before and after the change. As a result of these analyses, we determined that goodwill was not impaired before or after the change.

To determine the fair value of a reporting unit, we utilized a combination of the income and market approaches, applying equal weighting to both. The income approach is estimated through discounted cash flow analysis, which requires us to use significant estimates and assumptions, including long-term growth rates, discount rates, and other inputs. The market approach estimates the fair value of the reporting unit by utilizing the market comparable method, which is based on various market-based valuation multiples.

The changes in the carrying amount of goodwill are as follows:

(In millions)	Cyber Safety Platform	Trust-Based Solutions	Total
Balance as of March 29, 2024	$ 7,389	$ 2,821	$ 10,210
Acquisitions	—	52	52
Translation adjustments	(18)	(7)	(25)
Balance as of March 28, 2025	7,371	2,866	10,237
Acquisition	—	731	731
Translation adjustments	20	8	28
Balance as of April 3, 2026	$ 7,391	$ 3,605	$ 10,996

Intangible assets, net

The following table summarizes the components of our intangible assets, net:

	April 3, 2026			March 28, 2025		
(In millions)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	$ 1,220	$ (620)	$ 600	$ 1,159	$ (442)	$ 717
Developed technology	1,450	(825)	625	1,332	(595)	737
Other	179	(47)	132	98	(24)	74
Total finite-lived intangible assets	2,849	(1,492)	1,357	2,589	(1,061)	1,528
Indefinite-lived trade names	739	—	739	739	—	739
Total intangible assets	$ 3,588	$ (1,492)	$ 2,096	$ 3,328	$ (1,061)	$ 2,267

Amortization expense for purchased intangible assets is summarized below:

	Year Ended			Consolidated Statements of Operations Classification
(In millions)	April 3, 2026	March 28, 2025	March 29, 2024	
Customer relationships and other	$ 218	$ 174	$ 233	Operating expenses
Developed technology and other	259	227	229	Cost of revenues
Total	$ 477	$ 401	$ 462	

As of April 3, 2026, future amortization expense related to intangible assets that have finite lives is as follows by fiscal year:

(In millions)	April 3, 2026
2027	$ 460
2028	455
2029	281
2030	110
2031	16
Thereafter	35
Total	$ 1,357

Asset purchase agreement

In October 2025, we entered into a purchase agreement to sell certain developed technology and assets for $40 million plus the assumption of liabilities related to our digital identity offering to a third-party, who previously licensed the use of the intellectual property from us. We completed the transaction in November 2025. Pursuant to the sale, we derecognized developed technology and other assets, net of associated liabilities, with an aggregate carrying value of approximately $22 million. We accounted for the transaction as a sale of nonfinancial assets under ASC Topic 610-20, *Gains and Losses from the Derecognition of Nonfinancial assets*. We recognized a gain on sale of nonfinancial assets of approximately $15 million during fiscal 2026, which is included as part of Other income (expense), net in our Consolidated Statement of Operations.

Note 7. Supplementary Information

Cash, cash equivalents and restricted cash:

(In millions)	April 3, 2026	March 28, 2025
Cash	$ 283	$ 462
Cash equivalents	119	544
Restricted cash	9	—
Total cash, cash equivalents and restricted cash	$ 411	$ 1,006

Accounts receivable, net:

(In millions)	April 3, 2026	March 28, 2025
Trade receivable	$ 225	$ 173
Notes receivable	135	—
Instacash Advances	10	—
Allowance for doubtful accounts	(9)	(2)
Total accounts receivable, net	$ 361	$ 171

Assets held for sale:

(In millions)	April 3, 2026	March 28, 2025
Properties held for sale	$ —	$ 22
Instacash Advances held for sale	14	—
Total assets held for sale	$ 14	$ 22

Properties held for sale

In April 2025, we completed the sale of certain land and buildings in Tettnang, Germany, which were previously classified to assets held for sale during the second quarter of fiscal year 2025 for cash consideration of $9 million, net of transaction costs, and recognized an immaterial loss on sale.

In October 2025, we completed the sale of certain land and buildings in Dublin, Ireland, which were previously classified to assets held for sale during the fourth quarter of fiscal year 2023 for cash consideration of $12 million, net of transaction costs, and recognized an immaterial gain on sale.

Instacash Advances held for sale

Instacash Advances held for sale as of April 3, 2026, represent Instacash Advances that we originated and are pending sale under the Purchase Agreement. Refer to Note 3 for additional information regarding the sale of our Instacash Advances.

Other current assets:

(In millions)	April 3, 2026	March 28, 2025
Prepaid expenses	$ 144	$ 136
Income tax receivable and prepaid income taxes	57	76
Other tax receivable	15	15
Other	79	18
Total other current assets	$ 295	$ 245

Property and equipment, net:

(In millions)	April 3, 2026	March 28, 2025
Land	$ 12	$ 12
Computer hardware and software	372	360
Office furniture and equipment	17	16
Buildings	15	15
Leasehold improvements	37	37
Construction in progress	11	2
Total property and equipment, gross	464	442
Accumulated depreciation and amortization	(393)	(382)
Total property and equipment, net	$ 71	$ 60

Depreciation and amortization expense of property and equipment was $16 million, $18 million and $23 million in fiscal 2026, 2025 and 2024, respectively.

Other long-term assets:

(In millions)	April 3, 2026	March 28, 2025
Non-marketable equity investments	$ 16	$ 109
Long-term income tax receivable and prepaid income taxes	84	66
Operating lease assets	54	49
Other	38	45
Total other long-term assets	$ 192	$ 269

Short-term contract liabilities:

(In millions)	April 3, 2026	March 28, 2025
Deferred revenue	$ 1,247	$ 1,189
Customer deposit liabilities	657	657
Total short-term contract liabilities	$ 1,904	$ 1,846

Other current liabilities:

(In millions)	April 3, 2026	March 28, 2025
Income taxes payable	$ 47	$ 215
Other taxes payable	131	105
Accrued legal fees	30	12
Accrued royalties	78	41
Accrued interest	6	86
Unremitted collections from servicing of trade receivables	32	—
Current operating lease liabilities	19	14
Other accrued liabilities	71	42
Total other current liabilities	$ 414	$ 515

Other long-term liabilities:

(In millions)	April 3, 2026	March 28, 2025
Long-term accrued legal fees	$ 304	$ 601
Long-term operating lease liabilities	45	42
Other	45	45
Total other long-term liabilities	$ 394	$ 688

Long-term income taxes payable:

(In millions)	April 3, 2026	March 28, 2025
Unrecognized tax benefits (including interest and penalties)	$ 1,584	$ 1,419
Other long-term income taxes	4	1
Total long-term income taxes payable	$ 1,588	$ 1,420

Other income (expense), net:

	Year Ended		
(In millions)	April 3, 2026	March 28, 2025	March 29, 2024
Interest income	$ 25	$ 28	$ 25
Foreign exchange gain (loss) [1]	4	2	3
Loss on early extinguishment of debt	(9)	—	—
Change in fair value and impairment of non-marketable equity investments	(79)	(30)	(40)
Gain on sale of nonfinancial assets	15	—	—
Gain (loss) on sale of properties	(1)	—	9
Other	5	(3)	9
Total other income (expense), net	$ (40)	$ (3)	$ 6

(1) We recognize foreign currency remeasurement adjustments on unrecognized tax benefits and deferred taxes as a component of Income tax expense (benefit) in our Consolidated Statements of Operations. Foreign currency remeasurement adjustments recognized in Income tax expense (benefit) were $56 million, $11 million and ($27) million for fiscal 2026, 2025 and 2024, respectively.

Supplemental cash flow information:

(In millions)	Year Ended April 3, 2026	March 28, 2025	March 29, 2024
Income taxes paid (received), net of refunds	$ 445	$ 425	$ (476)
Interest expense paid	$ 626	$ 557	$ 607
Cash paid for amounts included in the measurement of operating lease liabilities	$ 18	$ 17	$ 24
Originations of certain trade receivables held for sale	$ (4,126)	$ —	$ —
Proceeds from the sale of certain trade receivables	$ 3,921	$ —	$ —
Non-cash operating activities:			
Operating lease assets obtained in exchange for operating lease liabilities	$ 18	$ 6	$ —
Reduction (increase) of operating lease assets as a result of lease terminations and modifications	$ (5)	$ (14)	$ (20)
Non-cash investing and financing activities:			
Purchases of property and equipment in current liabilities	$ 4	$ 2	$ —

Note 8. Financial Instruments and Fair Value Measurements

The following table summarizes our financial instruments measured at fair value on a recurring basis:

(In millions)	April 3, 2026 Fair Value	April 3, 2026 Level 1	April 3, 2026 Level 2	March 28, 2025 Fair Value	March 28, 2025 Level 1	March 28, 2025 Level 2
Assets:						
Money market funds	$ 97	$ 97	$ —	$ 544	$ 544	$ —
Time deposits	22	—	22	—	—	—
Interest rate swaps [1]	—	—	—	3	—	3
Total	$ 119	$ 97	$ 22	$ 547	$ 544	$ 3

(1) The interest rate swap agreements expired on March 31, 2026 upon their maturity.

Financial instruments not recorded at fair value on a recurring basis include our non-marketable equity investments and long-term debt.

Non-marketable equity investments

As of April 3, 2026 and March 28, 2025, the carrying value of our non-marketable equity investments was $16 million and $109 million, respectively, and is included in Other long-term assets in our Consolidated Balance Sheets.

During fiscal 2026, we sold an equity interest in a non-marketable equity investment. In connection with the sale, we received both cash proceeds and non-cash proceeds in the form of an equity investment. We recognized a gain of $11 million, which is included in Other income (expense), net in our Consolidated Statement of Operations. We also recognized other immaterial losses on sales of our non-marketable equity investments during fiscal 2026, in Other income (expense), net in our Consolidated Statement of Operations.

We recognized impairments of $90 million, $30 million and $40 million on our non-marketable equity investments during fiscal years 2026, 2025 and 2024, respectively, in Other income (expense), net in our Consolidated Statements of Operations.

Current and long-term debt

As of April 3, 2026 and March 28, 2025, the total fair value of our current and long-term fixed-rate debt was $2,443 million and $2,475 million, respectively. The fair value of our variable-rate debts approximated their carrying value. The fair values of all our debt obligations were based on Level 2 inputs.

Note 9. Leases

We lease certain facilities, equipment, and data center co-locations under operating leases that expire on various dates through fiscal 2033. Our leases generally have terms that range from 1 year to 9 years for our facilities, 1 year to 4 years for equipment and 1 year to 5 years for data center co-locations. Some of our leases contain renewal options, escalation clauses, rent concessions and leasehold improvement incentives.

The following summarizes our lease costs for fiscal 2026, 2025 and 2024:

(In millions)	Year Ended April 3, 2026	March 28, 2025	March 29, 2024
Operating lease costs	$ 18	$ 14	$ 12
Short-term lease costs	2	3	3
Variable lease costs	4	4	6
Total lease costs	$ 24	$ 21	$ 21

Other information related to our operating leases for fiscal 2026, 2025 and 2024 was as follows:

	Year Ended April 3, 2026	March 28, 2025	March 29, 2024
Weighted-average remaining lease term	4.2 years	4.7 years	4.6 years
Weighted-average discount rate	6.13 %	5.71 %	5.35 %

See Note 7 for cash flow information related to our operating leases.

As of April 3, 2026, the maturities of our lease liabilities by fiscal year are as follows:

(In millions)	
2027	$ 22
2028	16
2029	14
2030	12
2031	4
Thereafter	5
Total lease payments	73
Less: Imputed interest	(9)
Present value of lease liabilities	$ 64

Note 10. Debt

The following table summarizes components of our debt:

(In millions, except percentages)	April 3, 2026	March 28, 2025	Effective Interest Rate
Term A Facility due September 12, 2027	$ —	$ 3,519	SOFR + %[1]
6.75% Senior Notes due September 30, 2027	900	900	6.75 %
Term B Facility due September 12, 2029	2,340	2,386	SOFR + %[2]
7.125% Senior Notes due September 30, 2030	600	600	7.13 %
Extended Term A Facility due March 27, 2031	2,741	—	SOFR + %[3]
Incremental Term B Facility due April 16, 2032	744	—	SOFR + %[2]
6.25% Senior Notes due April 1, 2033	950	950	6.25 %
Total principal amount	8,275	8,355	
Less: unamortized discount and issuance costs	(79)	(96)	
Total debt	8,196	8,259	
Less: current portion	(181)	(291)	
Total long-term debt	$ 8,015	$ 7,968	

(1) Term A Facility due 2027 bore interest at a rate equal to Term SOFR plus a credit spread adjustment (CSA) plus a margin based either on the then-applicable debt rating of our non-credit-enhanced, senior unsecured long-term debt or consolidated adjusted leverage as defined in the underlying loan agreement.

(2) Term B Facility due 2029 and Incremental Term B Facility due 2032 bear interest at a rate equal to Term SOFR plus 1.75%.

(3) Extended Term A Facility due 2031 bears interest, at our option, at either (x) the base rate plus a margin or (y) the secured overnight financing rate (SOFR) plus a margin, in each case determined by the better of (a) our non-credit-enhanced, senior unsecured long-term debt rating and (b) our consolidated adjusted leverage ratio as defined in the underlying loan agreement.

The interest rates for the outstanding term loans are as follows:

	April 3, 2026	March 28, 2025
Term A Facility due September 12, 2027	— %	5.92 %
Term B Facility due September 12, 2029	5.42 %	6.07 %
Extended Term A Facility due March 27, 2031	5.05 %	— %
Incremental Term B Facility due April 16, 2032	5.42 %	— %

As of April 3, 2026, the future contractual maturities of debt by fiscal year, based on the currently effective stated maturity dates in force and excluding the impact of any earlier maturity that could result from a springing maturity date, are as follows:

(In millions)	
2027	$ 181
2028	1,081
2029	181
2030	2,374
2031	2,798
Thereafter	1,660
Total future maturities of debt	$ 8,275

Senior credit facilities

On September 12, 2022, we entered into the Amended and Restated Credit Agreement (Credit Agreement) with certain financial institutions, in which they agreed to provide us with (i) a $1,500 million revolving credit facility (Revolving Facility), (ii) a $3,910 million term loan A facility (Term A Facility), (iii) a $3,690 million term loan B facility (Term B Facility) and (iv) a $750 million tranche A bridge loan (Bridge Loan) (collectively, the senior credit facilities). The Bridge Loan was undrawn and immediately terminated upon the close of the acquisition of Avast. The Credit Agreement provides that we have the right at any time to request incremental revolving commitments and incremental term loans up to an unlimited amount, subject to certain customary conditions precedent and other provisions. The lenders under these facilities will not be under any obligation to provide any such incremental loans or commitments. We drew down the aggregate principal amounts of the Term A Facility and Term B Facility to finance the cash consideration payable for our acquisition of Avast and to fully repay the outstanding principal and accrued interest of the existing credit facilities at the time. The Credit Agreement replaced the existing credit facilities upon the close of the transaction.

On June 5, 2024, we entered into the First Amendment with certain financial institutions under the Credit Agreement, as amended (Amended Credit Agreement). The First Amendment repriced our Term B Facility interest rate from the applicable benchmark rate plus CSA plus 2.0% to the applicable benchmark rate plus 1.75%. Other than as described above, the Revolving Facility and the term loan facilities under the First Amendment continue to have the same terms as provided under the Credit Agreement.

On April 16, 2025, we entered into the Second Amendment with certain financial institutions under the Amended Credit Agreement to fund a portion of the cash consideration paid in connection with our acquisition of MoneyLion, in which they agreed to provide us with a $750 million Incremental Term B loan (Incremental Term B Facility or collectively with the Term B Facility, the Term Loan B Facilities), which matures on April 16, 2032. The Incremental Term B Facility bears interest at the applicable benchmark rate plus 1.75%.

On March 27, 2026, we entered into the Third Amendment with certain financial institutions under the Amended Credit Agreement. Pursuant to the Third Amendment, we (i) extended the maturity date of the $1,500 million Revolving Facility to March 27, 2031, (ii) established a new $2,741 million term A facility (Extended Term A Facility), the proceeds of which, together with cash on hand, were used to repay in full the Term A Facility and (iii) made certain other changes to the Amended Credit Agreement. The Extended Term A Facility bears interest, at our option, at either (x) the base rate plus a margin or (y) SOFR plus a margin, in each case determined by the better of (a) our non-credit-enhanced, senior unsecured long-term debt rating and (b) our consolidated adjusted leverage ratio as defined in the Third Amendment under the Amended Credit Agreement.

The Term B Facility will mature on September 12, 2029, the Extended Term A Facility and the Revolving Facility will mature on March 27, 2031, and the Incremental Term B Facility will mature on April 16, 2032; the senior credit facilities remain senior secured.

The Extended Term A Facility and the Revolving Facility (contractually maturing on March 27, 2031) are subject to a "springing maturity" provision. Under this provision, the maturity dates of these facilities will be accelerated if we do not maintain a minimum liquidity threshold ahead of our other upcoming debt maturities.

The Springing Maturity Dates are July 1, 2027, June 13, 2029 and July 1, 2030, which are 91 days before the stated maturity of the 6.75% Senior Notes (due 2027), the Term B Facility and the 7.125% Senior Notes (due 2030), respectively.

The minimum liquidity threshold requires that unrestricted cash plus unused Revolving Facility commitments, excluding commitments of any defaulting lender, minus specific debt, be at least $640.5 million.

Before the 6.75% Senior Notes (due 2027) are refinanced or repaid in full, the debt deduction includes only the aggregate principal amount of the 6.75% Senior Notes. After that, the debt deduction includes any remaining 6.75% Senior Notes, the Term B Facilities and the 7.125% Senior Notes. If we do not satisfy the minimum liquidity threshold on the springing maturity date, the Extended Term A Facility matures on that date.

In connection with the refinancing of our Term A Facility, we wrote off $9 million of unamortized debt issuance costs, which was recognized as a loss on extinguishment of debt during the fourth quarter of fiscal 2026. We capitalized approximately $7 million of new debt issuance costs in connection with the Extended Term A Facility and approximately $4 million in connection with the extension of the Revolving Facility, which will be amortized over the respective terms of the new facilities. Additionally, we recognized an immaterial loss on extinguishment of debt related to the Revolving Facility for unamortized issuance costs associated with lenders who exited the facility during the fourth quarter of fiscal 2026.

The principal amounts of the Extended Term Loan A Facility must be repaid in quarterly installments on the last business day of each calendar quarter equal to 1.25% of the aggregate principal amount as of the date of the Amended Credit Agreement. The principal amounts of Term Loan B Facilities must be repaid in quarterly installments on the last business day of each calendar quarter equal to 0.25% of the aggregate principal amount as of the date of the Amended Credit Agreement. Quarterly installment payments commenced on March 31, 2023 for the Term B Facility, on September 30, 2025 for the Incremental Term B Facility and will commence on June 30, 2026 for the Extended Term A Facility. We may voluntarily repay outstanding principal balances under the Revolving Facility and term loan facilities without penalty or premium. As of April 3, 2026, there were no borrowings outstanding under our Revolving Facility; however, from time to time we utilize letters of credit as part of our ordinary course of business. Letters of credit reduce our Revolving Facility commitment amounts. As of April 3, 2026, we had outstanding letters of credit of $5 million.

Debt covenant compliance

The Amended Credit Agreement, which includes our Term Loans and Revolving Facility, contains customary representations and warranties, affirmative and negative covenants. The Revolving Facility and Extended Term A Facility are subject to a covenant that we maintain a consolidated leverage ratio less than or equal to 5.25 to 1.0; provided that such maximum consolidated leverage ratio will increase to 5.75 to 1.0 for the four fiscal quarters ending immediately after we acquire property, business or assets in an aggregate amount greater than $250 million.

In addition, the Amended Credit Agreement contains customary events of default under which our payment obligations may be accelerated, including, among others, non-payment of principal, interest or other amounts when due, inaccuracy of representations and warranties, violation of certain covenants, payment and acceleration cross defaults with certain other indebtedness, certain undischarged judgments, bankruptcy, insolvency or inability to pay debts, change of control, the occurrence of certain events related to the Employee Retirement Income Security Act of 1974 (ERISA), and a change of control event. As of April 3, 2026, we were in compliance with all financial debt covenants.

Senior notes

On September 19, 2022, we issued two series of senior notes, consisting of 6.75% Senior Notes due 2027 and 7.125% Senior Notes due 2030, for an aggregate principal of $1,500 million. These notes are senior unsecured obligations that rank equally in right of payment with all of our existing and future senior, unsecured, unsubordinated obligations and may be redeemed at any time, subject to the make-whole provisions contained in the applicable indenture relating to such series of notes. Interest on these series of notes is payable semiannually in arrears on March 31 and September 30 for both the 6.75% Senior Notes and 7.125% Senior Notes, commencing on March 31, 2023. The First Call Dates of the 6.75% Senior Notes due 2027 and 7.125% Senior Notes due 2030 were September 30, 2024 and September 30, 2025, respectively. On and after the applicable First Call Dates, we may redeem the notes of a series at our option, in whole or in part, at any time and from time to time, at a set redemption price.

On February 28, 2025, we issued $950 million aggregate principal amount of our 6.25% Senior Notes due April 1, 2033 (the 6.25% Senior Notes). The 6.25% Senior Notes bear interest at a rate of 6.25% per year, payable semiannually in arrears on April 1 and October 1 of each year, beginning on October 1, 2025. On or after April 1, 2028, we may redeem some or all of the 6.25% Senior Notes at the applicable redemption prices set forth in the supplemental indenture, plus accrued and unpaid interest.

Note 11. Derivatives

Our primary objective in holding derivatives is to reduce the volatility of earnings and cash flow associated with changes in foreign currency exchange rates and interest rates. These hedging contracts reduce, but do not entirely eliminate, the impact of adverse foreign exchange rate and interest rate movements. We do not use our derivative instruments for speculative trading purposes. By using derivative financial instruments to hedge exposures to changes in foreign exchange and interest rates, we are exposed to credit risk; however, we mitigate this risk by entering into hedging instruments with highly rated institutions that can be expected to fully perform under the terms of the applicable contracts.

Foreign currency exchange forward contracts

We conduct business in numerous currencies throughout our worldwide operations, and our entities hold monetary assets or liabilities, earn revenues, or incur costs in currencies other than each entity’s functional currency. As a result, we are exposed to foreign exchange gains or losses, which impact our operating results. As part of our foreign currency risk mitigation strategy, we have entered into monthly foreign exchange forward contracts to hedge foreign currency balance sheet exposure. These forward contracts are not designated as hedging instruments. We do not hedge our foreign currency exposure in a manner that entirely offsets the effects of changes in foreign exchange rates.

As of April 3, 2026 and March 28, 2025, the notional amounts of foreign exchange contracts not designated as hedging instruments was $337 million and $230 million, respectively.

Interest rate swap

In March 2023, we entered into interest rate swap agreements to mitigate risks associated with the variable interest rate of our Term A Facility. These pay-fixed, receive-floating rate interest rate swaps have the economic effect of hedging the variability of forecasted interest payments until their maturity. Pursuant to the agreements, we have effectively converted $1 billion of our variable rate borrowings under our Term A Facility to fixed rates, with $500 million at a fixed rate of 3.762% and $500 million at a fixed rate of 3.55%. The interest rate swap agreements matured on March 31, 2026.

These arrangements were designated as cash flow hedges for accounting purposes and as such, we recognized the changes in the fair value of these interest rate swaps in Accumulated other comprehensive income (loss) (AOCI), and the periodic settlements or accrued settlements of the swap were recognized within or against interest expense in our Consolidated Statements of Operations. Cash flows related to these hedges were classified under operating activities in our Consolidated Statements of Cash Flows.

As of March 28, 2025, the notional amount of interest rate swaps designated as cash flow hedges was $1,000 million. Due to the maturity of the interest rate swap agreements on March 31, 2026, there was no outstanding notional amount as of April 3, 2026.

Summary

The activity related to our foreign currency exchange forward contracts and interest rate swaps was immaterial as of April 3, 2026 and March 28, 2025, and for fiscal 2026, 2025 and 2024.

Note 12. Restructuring and Other Costs

Our restructuring and other costs consist primarily of severance and termination benefits, contract cancellation charges, asset write-offs and impairments and other exit and disposal costs. Severance costs generally include severance payments, outplacement services, health insurance coverage and legal costs. Contract cancellation charges primarily include penalties for early termination of contracts and write-offs of related prepaid assets. Other exit and disposal costs include costs to exit and consolidate facilities in connection with restructuring events.

September 2022 Plan

In connection with our acquisition of Avast, our Board of Directors approved a restructuring plan (the September 2022 Plan) to realize cost savings and operational synergies, which became effective upon the close of acquisition on September 12, 2022. Actions under this plan include the reduction of our workforce, contract terminations, facilities closures, the sale of underutilized facilities and stock-based compensation charges for accelerated equity awards to certain terminated employees. As of April 3, 2026, we have incurred cumulative costs of $138 million related to the September 2022 Plan. The majority of actions under the plan were completed by March 28, 2025. Accordingly, the remaining activity and related accrual balance are not material, and only immaterial additional expenses were incurred during fiscal 2026.

April 2025 Plan

In connection with our acquisition of MoneyLion, our Board of Directors approved a restructuring plan (the April 2025 Plan). Actions under this plan include the reduction of our workforce, contract terminations, facilities consolidation, asset write-offs and other restructuring costs. The total estimated cost of the plan is approximately $30 million, of which $29 million has been incurred to date under the April 2025 Plan. As of April 3, 2026, we had a restructuring liability of $10 million related to the April 2025 Plan.

Restructuring summary

Rollforwards of our activities and liability balances related to our April 2025 Plan are presented in the tables below:

(In millions)	Liability Balance as of March 28, 2025	Net Charges	Cash Payments	Non-Cash Items	Liability Balance as of April 3, 2026
Severance and termination benefit costs	$ —	$ 25	$ (15)	$ —	$ 10
Contract cancellation charges	—	1	(1)	—	—
Stock-based compensation charges	—	2	—	(2)	—
Other exit and disposal costs	—	1	(1)	—	—
Total	$ —	$ 29	$ (17)	$ (2)	$ 10

The restructuring liabilities are included in Other current liabilities in our Consolidated Balance Sheets.

Restructuring and other costs summary

Our restructuring and other costs are presented in the table below:

	Year Ended		
(In millions)	April 3, 2026	March 28, 2025	March 29, 2024
Severance and termination benefit costs	$ 29	$ 2	$ 42
Contract cancellation charges	1	—	5
Stock-based compensation charges	2	—	1
Asset write-offs and impairments	—	—	1
Other exit and disposal costs	3	5	8
Total restructuring and other	$ 35	$ 7	$ 57

Our restructuring and other costs related to the September 2022 Plan are presented in the table below:

	Year Ended		
(In millions)	April 3, 2026	March 28, 2025	March 29, 2024
Severance and termination benefit costs	$ 4	$ 2	$ 42
Contract cancellation charges	—	—	5
Stock-based compensation charges	—	—	1
Asset write-offs	—	—	1
Other exit and disposal costs	2	5	8
Total restructuring and other	$ 6	$ 7	$ 57

Our restructuring and other costs related to the April 2025 Plan are presented in the table below:

	Year Ended
(In millions)	April 3, 2026
Severance and termination benefit costs	$ 25
Contract cancellation charges	1
Stock-based compensation charges	2
Other exit and disposal costs	1
Total restructuring and other costs	$ 29

Occasionally, we incur costs related to past restructuring plans. These charges were immaterial during fiscal 2026.

Note 13. Income Taxes

The components of our income (loss) before income taxes are as follows:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Domestic	$ 941	$ 514	$ 70
International	570	515	377
Total income (loss) before income taxes	$ 1,511	$ 1,029	$ 447

The components of income tax expense (benefit) are as follows:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Current:			
Federal	$ 155	$ 246	$ 201
State	35	21	43
International	248	149	579
Total current income tax expense (benefit)	438	416	823
Deferred:			
Federal	92	(33)	(729)
State	22	13	(134)
International	(14)	(10)	(120)
Total deferred income tax expense (benefit)	100	(30)	(983)
Total income tax expense (benefit)	$ 538	$ 386	$ (160)

The difference between our effective income tax rate and the federal statutory income tax rate, following the adoption of ASU 2023-09, is as follows:

	Year Ended April 3, 2026	
(In millions, except for percentages)	**$**	**%**
Federal statutory tax rate	$ 317	21 %
State and local income taxes, net of federal income tax effect [1]	49	3 %
Foreign tax effects:		
Ireland		
Statutory rate difference between Ireland and United States	(35)	(2)%
Nondeductible interest	13	1 %
Other	11	1 %
Czech Republic	19	1 %
Other foreign jurisdictions	1	0 %
Effect of changes in tax laws or rates enacted in the current period	—	— %
Effect of cross-border tax laws:		
Global intangible low-taxed income	35	2 %
Subpart F income	(21)	(1)%
Other	8	1 %
Tax credits		
Foreign Tax Credits	(20)	(1)%
Other Tax Credits	(4)	0 %
Changes in valuation allowances	17	1 %
Nontaxable or nondeductible items:		
Stock-based compensation expense	18	1 %
Other	2	0 %
Changes in unrecognized tax benefits	139	9 %
Other adjustments	(11)	(1)%
Income tax expense (benefit)	$ 538	36 %

(1) The states and local jurisdictions that contribute to the majority (greater than 50%) of the tax effect in this category include California, Virginia, Illinois, New Jersey, New York, Pennsylvania, and Georgia.

As previously disclosed for fiscal 2025 and 2024, prior to the adoption of ASU 2023-09, the difference between our effective income tax and the U.S. federal statutory income tax based on the 21% rate is as follows:

	Year Ended	
(In millions)	**March 28, 2025**	**March 29, 2024**
Federal statutory tax expense (benefit)	$ 216	$ 93
State taxes, net of federal benefit	41	—
Foreign earnings taxed at other than the federal rate	(30)	(22)
Nondeductible expenses	31	48
Federal research and development credit	(4)	(6)
Valuation allowance increase (decrease)	10	(4)
Change in unrecognized tax benefits	(37)	338
Tax interest and penalties	84	129
Stock-based compensation	12	17
US tax on foreign earnings	55	20
Return to provision adjustment	4	—
Foreign exchange loss (gain)	10	(28)
Capital loss	—	(44)
Legal entity restructuring	—	(719)
Other, net	(6)	18
Income tax expense (benefit)	$ 386	$ (160)

The principal components of deferred tax assets and liabilities are as follows:

(In millions)	April 3, 2026	March 28, 2025
Deferred tax assets:		
Tax credit carryforwards	$ 61	$ 17
Net operating loss carryforwards of acquired companies	133	51
Interest	88	71
Other accruals and reserves not currently tax deductible	325	358
Goodwill	404	463
Capitalized research and experimental expenditures	48	112
Loss on investments not currently tax deductible	123	74
Other	77	61
Gross deferred tax assets	1,259	1,207
Valuation allowance	(184)	(107)
Deferred tax assets, net of valuation allowance	1,075	1,100
Deferred tax liabilities:		
Intangible assets	(104)	(91)
Unremitted earnings of foreign subsidiaries	(4)	(4)
Other	(12)	(9)
Deferred tax liabilities	(120)	(104)
Net deferred tax assets (liabilities)	$ 955	$ 996

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and their basis for income tax purposes and the tax effects of net operating losses and tax credit carryforwards.

The valuation allowance provided against our deferred tax assets as of April 3, 2026 of $184 million is provided primarily against state and foreign capital loss carryforwards and certain tax credits.

As of April 3, 2026, we have U.S. federal net operating losses attributable to various acquired companies of approximately $535 million, of which $23 million begins to expire in fiscal 2027 and $512 million has an indefinite life. The net operating loss carryforwards are subject to an annual limitation under U.S. federal tax regulations but are expected to be fully realized. Furthermore, we have U.S. state net operating loss carryforwards attributable to various acquired companies of approximately $76 million. If not used, our U.S. state net operating losses will expire between fiscal 2028 and 2033. In addition, we have foreign net operating loss carryforwards of approximately $8 million.

In assessing the realizability of our gross deferred tax assets, we consider both the positive and negative evidence of future taxable income to support utilization. We considered the following: historical cumulative book income, as measured by the current and prior two years; historical taxable income; and future reversals of taxable temporary differences. The valuation allowance for deferred tax assets as of April 3, 2026 was $184 million. The valuation allowance was primarily related to tax attribute carryforwards that, in the judgment of management, are not more likely than not to be realized.

In the second quarter of fiscal 2024, as part of the Avast integration plan, which geographically realigned and simplified our business, we undertook a legal entity and operational restructuring. As part of that process, we distributed certain assets within the legal entity operating structure and as a result, we recorded a net tax benefit of $285 million in fiscal 2024. Differences between the final outcome and recorded amounts will impact the provision for income taxes in the period in which such a determination is made and could have a material impact on our Consolidated Balance Sheets and Statements of Operations in future years.

The aggregate changes in the balance of gross unrecognized tax benefits were as follows:

(In millions)	Year Ended April 3, 2026	March 28, 2025	March 29, 2024
Balance at beginning of year	$ 1,153	$ 1,163	$ 710
Settlements with tax authorities	(2)	—	(8)
Lapse of statute of limitations	(3)	(27)	(14)
Increase related to prior period tax positions	8	14	47
Decrease related to prior period tax positions	(3)	(13)	(9)
Increase related to current year tax positions	5	9	467
Increase (decrease) related to foreign currency exchange rates	41	7	(30)
Balance at end of year	$ 1,199	$ 1,153	$ 1,163

There was a change of $46 million in gross unrecognized tax benefits during the year ended April 3, 2026, as disclosed above. This gross liability does not include offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, interest deductions and state income taxes.

Of the total unrecognized tax benefits at April 3, 2026, $994 million, if recognized, would affect our effective tax rate.

We recognize interest and/or penalties related to unrecognized tax benefits in income tax expense. At April 3, 2026, before any tax benefits, we had $433 million of accrued interest and penalties on unrecognized tax benefits. Interest included in our provision for income taxes was an expense of approximately $115 million for fiscal 2026. If the accrued interest and penalties do not ultimately become payable, amounts accrued will be reduced in the period that such determination is made and reflected as a reduction of the overall income tax provision.

We file income tax returns in the U.S. and in many U.S. state and foreign jurisdictions. Our most significant tax jurisdictions are U.S. federal, Ireland, and the Czech Republic. Our tax filings remain subject to examination by applicable tax authorities for a certain length of time following the tax year to which those filings relate. Our fiscal years 2018 through 2025 remain subject to examination by the IRS for U.S. federal tax purposes. Our 2022 through 2025 fiscal years remain subject to examination by the appropriate governmental agencies for Irish tax purposes. Our 2017 through 2025 fiscal years remain subject to examination by the Czech tax authorities.

We continue to monitor the progress of ongoing income tax controversies and the impact, if any, of the anticipated tolling of applicable statutes of limitations across various taxing jurisdictions.

We provide U.S. income taxes on the earnings of foreign subsidiaries unless the subsidiaries' earnings are considered permanently reinvested outside the U.S. or are exempted from further taxation. As of April 3, 2026, the tax liability recorded on the undistributed earnings is approximately $4 million.

The components of income taxes paid (received), net, is as follows:

(In millions)	Year Ended April 3, 2026
U.S. federal	$ 323
U.S. state and local	34
Foreign	
Ireland	31
Czech Republic	45
Other	12
Total income taxes paid (received), net	$ 445

Note 14. Stockholders' Equity

Dividends

On May 7, 2026, we announced that our Board of Directors declared a cash dividend of $0.125 per share of common stock to be paid in June 2026. All shares of common stock issued and outstanding and all RSUs and PRUs as of the record date will be entitled to the dividend and dividend equivalent rights (DERs), respectively, which will be paid out if and when the underlying shares are released. However, the 4 million unvested RSUs assumed under the MoneyLion Inc. Amended and Restated Omnibus Incentive Plan (the MoneyLion Plan) will not be entitled to DERs. See Note 15 for further information about these equity awards. Any future dividends and DERs will be subject to the approval of our Board of Directors.

CVRs

In connection with the acquisition of MoneyLion, we issued 12 million equity-classified CVRs to MoneyLion shareholders and optionholders. The CVRs entitle holders to receive a contingent payment of $23.00 per CVR, payable in shares of Gen's common stock, if our average volume-weighted average share price equals or exceeds $37.50 over any 30 consecutive trading days from December 10, 2024 until April 17, 2027. The CVRs were recorded as a component of additional paid-in capital at a fair value of approximately $73 million as of the acquisition date, based on a Monte-Carlo simulation valuation model. As of April 3,

2026, there were 12 million CVRs outstanding. Refer to Note 4 for additional information regarding the CVRs and our acquisition of MoneyLion.

Stock repurchase program

Under our stock repurchase program, we may purchase shares of our outstanding common stock on the open market and through accelerated stock repurchase transactions. As of April 3, 2026, we had $2,094 million remaining under the authorization to be completed in future periods.

The following table summarizes activity related to our stock repurchase program during the fiscal years ended April 3, 2026 and March 28, 2025:

	Year Ended	
(In millions, except per share amounts)	**April 3, 2026**	**March 28, 2025**
Number of shares repurchased	25	11
Average price per share	$ 25.65	$ 24.65
Aggregate purchase price	$ 634	$ 272

Accumulated other comprehensive income (loss)

Accumulated other comprehensive income (loss), net of taxes, consisted of foreign currency translation adjustments and net unrealized gain (loss) on derivative instruments:

(In millions)	**Foreign Currency Translation Adjustments**	**Net Unrealized Gain (Loss) On Interest Rate Derivative**	**Total**
Balance as of March 29, 2024	$ (5)	$ 16	$ 11
Other comprehensive income (loss), net of taxes	(31)	(13)	(44)
Balance as of March 28, 2025	(36)	3	(33)
Other comprehensive income (loss), net of taxes	37	(3)	34
Balance as of April 3, 2026	$ 1	$ —	$ 1

Note 15. Stock-Based Compensation and Other Benefit Plans

Stock incentive plans

The purpose of our stock incentive plans is to attract, retain and motivate eligible persons whose present and potential contributions are important to our success by offering them an opportunity to participate in our future performance through equity awards. We maintain the 2013 Equity Incentive Plan (the 2013 Plan), under which awards may be granted to employees, officers, directors, consultants, independent contractors, and advisors. As amended, our stockholders have approved and reserved 112 million shares of common stock for issuance under the 2013 Plan. Stock options granted under the 2013 Plan expire no more than 10 years from the date of grant.

In connection with our acquisition of MoneyLion, all the outstanding RSUs and certain PSUs of the MoneyLion Plan were assumed and converted into 4 million unvested RSUs. The assumed and converted awards generally retain the terms and conditions under which they were originally granted. Upon vesting, the assumed and converted RSUs and any additional shares granted will settle into shares of our common stock. See Note 4 for further information about this business combination.

As of April 3, 2026, 26 million shares remained available for future grant, calculated using the maximum potential shares that could be earned and issued at vesting.

RSUs

(In millions, except per share and year data)	**Number of Shares**	**Weighted-Average Grant Date Fair Value**
Outstanding as of March 28, 2025	9	$ 21.80
Granted	9	$ 26.88
Vested	(6)	$ 22.59
Forfeited	(2)	$ 24.68
Outstanding as of April 3, 2026	10	$ 25.33

RSUs generally vest over a three-year period. The weighted-average grant date fair value per share of RSUs granted during fiscal 2026, 2025 and 2024 was $26.88, $24.06 and $17.42, respectively. The total fair value of RSUs released in fiscal 2026, 2025 and 2024 was $159 million, $79 million and $85 million, respectively, which represents the market value of our common stock on the date the RSUs were released.

PRUs

(In millions, except per share and year data)	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding and unvested as of March 28, 2025	5	$ 28.42
Granted [1]	6	$ 40.42
Vested	(3)	$ 25.83
Forfeited [2]	(2)	$ 27.92
Outstanding and unvested as of April 3, 2026	6	$ 42.99

(1) Includes approximately 1.5 million additional performance shares issued based on above-target payouts.

(2) Includes approximately 2 million additional performance shares forfeited based on below-target payouts.

The total fair value of PRUs released in fiscal 2026, 2025 and 2024 was $34 million, $24 million and $20 million, respectively, which represents the market value of our common stock on the date the PRUs were released.

We grant PRUs to certain executives. These awards generally have a three-year vesting period. PRUs granted in fiscal 2026, 2025 and 2024 include a combination of our company's performance and market conditions. Performance conditions are based on the achievement of specified non-GAAP financial or non-financial metrics over one- to four-year periods, depending on the nature of the award. Market conditions are based on the Company's relative total shareholder return over three- or five-year periods. Depending on the level of achievement of the applicable performance and market conditions, between 0% and 200% (or higher for certain awards) of target shares may be earned.

Valuation of PRUs

The fair value of each PRU that does not contain a market condition is equal to the market value of our common stock on the date of grant. The fair value of each PRU that contains a market condition is estimated using the Monte Carlo simulation model. The valuation and the underlying weighted-average assumptions for PRUs are summarized below:

	Year Ended		
	April 3, 2026	March 28, 2025	March 29, 2024
Expected term	4.2 years	2.9 years	2.9 years
Expected volatility	30.6 %	32.2 %	31.5 %
Risk-free interest rate	3.9 %	4.5 %	3.5 %
Weighted-average grant date fair value of PRUs	$ 40.42	$ 31.59	$ 22.83

ESPP

Under our 2008 Employee Stock Purchase Plan, employees may annually contribute up to 10% of their gross compensation, subject to certain limitations, to purchase shares of our common stock at a discounted price. Eligible employees are offered shares through a 12-month offering period, which consists of two consecutive 6-month purchase periods, at 85% of the lower of either the fair market value on the purchase date or the fair market value at the beginning of the offering period.

As of April 3, 2026, 41 million shares have been issued under this plan and 29 million shares remained available for future issuance.

The following table summarizes activity related to the purchase rights issued under the ESPP:

	Year Ended		
(In millions)	April 3, 2026	March 28, 2025	March 29, 2024
Shares issued under the ESPP	1	1	1
Proceeds from issuance of shares	$ 13	$ 11	$ 12

The fair value of each stock purchase right under our ESPP is estimated using the Black-Scholes option pricing model. The weighted-average grant date fair value related to rights to acquire shares of common stock under our ESPP in fiscal 2026, 2025 and 2024 was $6.62 per share, $6.77 per share and $5.45 per share, respectively.

Dividend equivalent rights (DERs)

Our RSUs and PRUs, except for the 4 million unvested RSUs assumed under the MoneyLion Plan, contain DERs that entitles the recipient of an award to receive cash dividend payments when the associated award is released. The amount of DER equals to the cumulated dividends on the issued number of common stock that would have been payable since the date the associated award was granted. As of April 3, 2026 and March 28, 2025, current dividends payable related to DER was $9 million and $5 million, respectively, recorded as part of Other current liabilities in the Consolidated Balance Sheets, and long-term dividends payable related to DER was $4 million and $5 million, respectively, recorded as part of Other long-term liabilities.

Stock-based award modifications

There were no stock-based award modifications in fiscal 2026 and 2024. There were no material stock-based award modifications in fiscal 2025.

Stock-based compensation expense

Total stock-based compensation expense and the related income tax benefit recognized for all of our equity incentive plans in our Consolidated Statements of Operations were as follows:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Cost of revenues	$ (1)	$ 4	$ 4
Sales and marketing	85	39	36
Research and development	54	37	39
General and administrative	97	54	58
Restructuring and other costs	2	—	1
Total stock-based compensation expense	$ 237	$ 134	$ 138
Income tax benefit for stock-based compensation expense	$ (33)	$ (17)	$ (16)

As of April 3, 2026, the total unrecognized stock-based compensation expense related to our unvested stock-based awards was $361 million, which will be recognized over an estimated weighted-average amortization period of 2.5 years.

Other employee benefit plans

401(k) plan

We maintain a salary deferral 401(k) plan for all of our U.S. employees. This plan allows employees to contribute their pretax salary up to the maximum dollar limitation prescribed by the Internal Revenue Code. We match the first 3.5% of a participant's eligible compensation up to $6,000 in a calendar year. Our employer matching contributions to the 401(k) plan were as follows:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
401(k) matching contributions	$ 6	$ 4	$ 4

Note 16. Net Income (Loss) Per Share

Basic income per share is computed by dividing net income by the weighted-average number of common shares outstanding during the period. Diluted net income per share also includes the incremental effect of dilutive potentially issuable common shares outstanding. Dilutive potentially issuable common shares include the dilutive effect of employee equity awards. The 12 million CVRs are excluded from the diluted net income per share calculation as the contingent conditions for issuance of common shares have not yet been met within the period.

The components of basic and diluted net income (loss) per share are as follows:

	Year Ended		
(In millions, except per share amounts)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Net income (loss)	$ 973	$ 643	$ 607
Net income per share - basic	$ 1.59	$ 1.04	$ 0.95
Net income per share - diluted	$ 1.57	$ 1.03	$ 0.95
Weighted-average shares outstanding - basic	612	617	637
Dilutive potentially issuable shares:			
Employee equity awards	7	7	5
Weighted-average shares outstanding - diluted	619	624	642
Anti-dilutive shares excluded from diluted net income (loss) per share calculation:			
Employee equity awards	6	—	1

Note 17. Segment and Geographic Information

Our Chief Operating Decision Maker (CODM) is our Chief Executive Officer, who manages and reviews financial information presented on an operating segment basis for the purpose of making decisions and assessing financial performance. The CODM assesses operating performance of each segment based on regularly provided segment revenue, segment operating income (loss) and margin, by comparing actual margin results to historical results and previously forecasted financial information. Operating results by segment include costs or expenses directly attributable to each segment, and costs or expenses that are leveraged across our portfolio and therefore allocated between our two segments. Our CODM reviews expenses on a consolidated basis and the expenses associated with our corporate investments.

Prior to fiscal 2026, we operated as one reportable segment, with consolidated net income (loss) serving as the primary measure of segment profit or loss. Subsequent to the completion of our acquisition of MoneyLion on April 17, 2025, our portfolio now spans two reportable segments, Cyber Safety Platform and Trust-Based Solutions, with the primary measure of segment profit or loss being updated to segment operating income (loss).

Cyber Safety Platform includes our security, comprehensive suites, and privacy products, which deliver technology solutions and superior threat protection to help people navigate the digital world, securely, privately and with confidence. Trust-Based Solutions includes our identity, reputation, and financial wellness products, which provide innovative solutions and insights that empower consumers to manage their identity, reputation and finances confidently.

The “Corporate” category includes expenses that are not allocated to either Cyber Safety Platform or Trust-Based Solutions for purposes of making operating decisions or assessing segment-level financial performance. The expenses include restructuring and other costs, acquisition and integration costs, litigation settlement charges, and amortization of intangible assets. Our operating segments are not evaluated using asset information. Our CODM delegates the review of the segment performance to the general manager of each respective segment. There are no intersegment transactions. The accounting policies for segment reporting are the same as for our consolidated financial statements.

The following table presents details of our reportable segments and the “Corporate” category:

	Cyber Safety Platform	Trust-Based Solutions	Corporate	Consolidated
		(In millions)		
Year Ended April 03, 2026				
Net Revenues	$ 3,339	$ 1,661	$ —	$ 5,000
Other segment items [1]	1,298	1,159	—	2,457
Operating income (loss)	$ 2,041	$ 502	$ (423)	$ 2,120
Year Ended March 28, 2025				
Net Revenues	$ 3,176	$ 759	$ —	$ 3,935
Other segment items [1]	1,265	372	—	1,637
Operating income (loss)	$ 1,911	$ 387	$ (688)	$ 1,610
Year Ended March 29, 2024				
Net Revenues	$ 3,057	$ 743	$ —	$ 3,800
Other segment items [1]	1,225	366	—	1,591
Operating income (loss)	$ 1,832	$ 377	$ (1,099)	$ 1,110

(1) Other segment items for our Cyber Safety Platform and Trust-Based Solutions include product costs, infrastructure and facilities expense, and compensation and benefits excluding stock-based compensation and expenses identified in “Corporate”.

The table below are the reconciling items included in “Corporate” category:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Amortization of intangible assets	$ 477	$ 401	$ 462
Stock-based compensation	237	134	138
Unallocated cost of revenue and operating expenses	(291)	153	499
Total	$ 423	$ 688	$ 1,099

Geographic information

Net revenues by geography are based on the billing addresses of our customers. The following table represents net revenues by geographic area for the periods presented:

	Year Ended		
(In millions)	**April 3, 2026**	**March 28, 2025**	**March 29, 2024**
Americas	$ 3,533	$ 2,587	$ 2,484
EMEA	1,061	953	917
APJ	406	395	399
Total net revenues	$ 5,000	$ 3,935	$ 3,800

Note: The Americas include U.S., Canada, and Latin America; EMEA includes Europe, Middle East, and Africa; APJ includes Asia Pacific and Japan.

Revenues from customers inside the U.S. were $3,309 million, $2,358 million and $2,265 million during fiscal 2026, 2025 and 2024, respectively. No other individual country accounted for more than 10% of revenues.

The table below represents cash, cash equivalents and restricted cash held in the U.S. and internationally in various foreign subsidiaries:

(In millions)	**April 3, 2026**	**March 28, 2025**
U.S.	$ 122	$ 647
International	289	359
Total cash, cash equivalents and restricted cash	$ 411	$ 1,006

The table below represents our property and equipment, net of accumulated depreciation and amortization, by geographic area, based on the physical location of the asset, at the end of each period presented:

(In millions)	**April 3, 2026**	**March 28, 2025**
U.S.	$ 59	$ 50
Other countries [1]	12	10
Total property and equipment, net	$ 71	$ 60

(1) No individual country represented more than 10% of the respective totals.

Significant customers and e-commerce partners

In fiscal 2026, 2025 and 2024, no individual end-user customer accounted for 10% or more of our net revenues. See Note 1 for e-commerce partners that accounted for over 10% of our total accounts receivable.

Note 18. Commitments and Contingencies

Purchase obligations

We have purchase obligations that are associated with agreements for purchases of goods or services. Management believes that cancellation of these contracts is unlikely, and we expect to make future cash payments according to the contract terms.

The following reflects estimated future payments for purchase obligations by fiscal year. The amount of purchase obligations reflects estimated future payments as of April 3, 2026.

(In millions)	**April 3, 2026**
2027	$ 532
2028	64
2029	36
2030	6
Total purchase obligations	$ 638

Indemnifications

In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners, subsidiaries and other parties with respect to certain matters, including, but not limited to, product warranties and losses arising out of our breach of agreements or representations and warranties made by us, including claims alleging that our software infringes on the intellectual property rights of a third party. In addition, our bylaws contain indemnification obligations to our directors, officers, employees, and agents, and we have entered into indemnification agreements with our directors and certain of our officers to give such directors and officers additional contractual assurances regarding the scope of the indemnification set forth in our bylaws and to provide additional procedural protections. We maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors and officers. It is not possible to determine the aggregate maximum potential loss under these indemnification agreements due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. Such indemnification agreements might not be subject to maximum loss clauses. We monitor the conditions that are subject to indemnification to identify if a loss has occurred. Historically, we have not incurred material costs as a result of obligations under these agreements, and we have not accrued any material liabilities related to such indemnification obligations in our Consolidated Financial Statements.

Litigation contingencies

From time to time, we are involved in legal proceedings, including, but not limited to, regulatory proceedings, claims, mediations, arbitrations and litigation, incidental to our business. We evaluate contingent liabilities including threatened or pending litigation in accordance with the authoritative guidance on contingencies. We assess the likelihood of any adverse judgments or outcomes from potential claims or proceedings for accrual or disclosure in our Consolidated Financial Statements. A determination of the amount of an accrual required, if any, for these contingencies is made after the analysis of each separate matter. Because of uncertainties related to these matters, we base our estimates on the information available at the time of our assessment. As additional information becomes available, we reassess the potential liability related to our pending claims and litigation and may revise our estimates and disclosures. We classify our accruals for litigation contingencies in our Consolidated Balance Sheets as part of Other current liabilities or Other long-term liabilities based on when we expect to pay the claim, if at all. If the period of expected payment is within one year, we classify the amount as short-term; otherwise, it is classified as long-term. The exact timing of payment is subject to uncertainty and could change significantly from our estimated payment period.

Trustees of the University of Columbia in the City of New York v. NortonLifeLock

As previously disclosed, on May 2, 2022, a jury returned its verdict in a patent infringement case filed in 2013 by the Trustees of Columbia University in the City of New York (Columbia) in the U.S. District Court for the Eastern District of Virginia.

The jury found that our Norton Security products and Symantec Endpoint Protection products (the latter of which were sold by us to Broadcom as part of an Asset Purchase Agreement dated November 4, 2019) willfully infringed two patents through the use of SONAR/BASH behavioral protection technology. The jury awarded damages in the amount of $185 million. Columbia did not seek injunctive relief against us. We believe that we have ceased the use of the technology found by the jury to infringe. The jury also found that we did not fraudulently conceal its prosecution of a third patent but did find that two Columbia professors were coinventors of this patent. No damages were awarded related to this patent.

On September 30, 2023, the court entered its judgment, which awarded Columbia (i) enhanced damages of 2.6 times the jury award; (ii) prejudgment interest, post-judgment interest, and supplemental damages to be calculated in accordance with the parties' previous agreement; and (iii) attorneys' fees subject to the parties meeting and conferring as to amount. We complied with the court's order and submitted a stipulation regarding the final calculations of all outstanding interest, royalties and attorneys' fees. We posted the required surety bond and appealed the judgment to the Federal Circuit Court of Appeals.

The Federal Circuit issued its decision on appeal and remanded the case to the district court for further proceedings, including consideration of whether Columbia's patents are patent-eligible and if the patent claims are determined to be eligible, to reduce the damages award to eliminate the royalty based on foreign sales and reconsider its attorneys' fees and enhanced damages decisions. At this time, our current estimate of probable losses from this matter, within a range of potential outcomes, is approximately $254 million, a reduction of $354 million in our fourth quarter of fiscal 2026, which is accrued and recorded as part of Other long-term liabilities in the Consolidated Balance Sheets. There is a reasonable possibility that a loss may be incurred in excess of our accrual for this matter; however, such incremental loss cannot be reasonably estimated.

Jumpshot Matters

At the end of 2019, Avast came under media scrutiny for provision of Avast customer data to its data analytics subsidiary Jumpshot Inc. Jumpshot was a subsidiary of Avast with its own management team and technical experts. Avast announced the decision to terminate its provision of data to, and wind down, Jumpshot on January 30, 2020. As Avast has previously disclosed, it has been in communication with certain regulators and authorities prior to completion of our acquisition of Avast.

On December 23, 2019, the United States Federal Trade Commission (FTC) issued a Civil Investigative Demand (CID) to Avast seeking documents and information related to its privacy practices, including Jumpshot's past use of consumer information that was provided to it by Avast. Avast responded cooperatively to the CID and related follow-up requests from the FTC. We engaged in ongoing negotiations with the FTC staff and reached a negotiated agreement on the terms of a Consent Decree resolving this investigation, the terms of which are now final. This includes a provision for a non-material amount of monetary relief, which has been paid.

On February 27, 2020, the Czech Office for Personal Data Protection (the Czech DPA) initiated offense proceedings concerning Avast`s practices with respect to Jumpshot. The Czech DPA issued a decision in March 2022 finding that Avast had violated the GDPR and issued a fine of CZK 351 million (approximately $16 million). Avast appealed the decision, which was affirmed by the Czech DPA on April 10, 2024. Avast paid the fine levied by the DPA. On June 15, 2024, Avast brought a judicial action in the administrative law court challenging the decision of the Czech DPA. On October 7, 2025, the court affirmed the decision regarding liability; however, it vacated the DPA's decision regarding the determination of the fine. Both the DPA and the Company have filed cassation complaints with the Supreme Administrative Law Court. At this stage, the fine has been returned but the matter remains pending. We have accrued an immaterial amount as our current estimate of probable loss from this matter.

On March 27, 2024, Stichting CUIC – Privacy Foundation for Collective Redress, a Dutch foundation (the Foundation), filed its writ of summons to initiate a collective action. The Foundation has asserted it represents the interests of Avast customers in the Netherlands whose data was provided to Jumpshot and that by doing so Avast violated the requirements of the GDPR and other provisions in Dutch and European Union privacy and consumer law, entitling those customers to damages and other compensation, all of which we dispute. No specific amount of damages has been alleged to date. At this stage, the matter remains pending, and we are unable to assess whether any material loss or adverse effect is probable or estimate the range of any potential loss.

On April 18, 2024, we received a letter before action from counsel in the United Kingdom asserting it may bring a representative action on behalf of a class of Avast users in the United Kingdom and Wales for breach of contract and misuse of private information and seeking unspecified damages and a permanent injunction. We have since entered into a final settlement agreement resolving this matter. The settlement amount is immaterial, and the resolution did not have, and is not expected to have, a material adverse effect on our financial condition, results of operations or cash flows.

The outcome of the regulatory proceedings, government enforcement actions and litigation is difficult to predict, and the cost to defend, settle or otherwise resolve these matters may be significant. Plaintiffs or regulatory agencies or authorities in these matters may seek recovery of large or indeterminate amounts or seek to impose sanctions, including significant monetary penalties, as well as equitable relief. The monetary and other impact of these litigations, proceedings or actions may remain unknown for substantial periods of time. Further, an unfavorable resolution of litigations, proceedings or actions could have a material adverse effect on our business, financial condition, and results of operations and cash flows. The amount of time that will be required to resolve these matters is unpredictable, and these matters may divert management's attention from the day-to-day operations of our business. Any future investigations or additional lawsuits may also adversely affect our business, financial condition, results of operations and cash flows.

MALKA Seller Members Litigation

On July 21, 2023, Jeffrey Frommer, Lyusen Krubich, Daniel Fried and Pat Capra, the former equity owners of MALKA, a subsidiary of MoneyLion (collectively, the "Seller Members"), brought a civil action in the Southern District of New York ("SDNY") against MoneyLion Technologies Inc. alleging, among other things, breaches of the Membership Interest Purchase Agreement governing the acquisition of MALKA. MoneyLion filed counterclaims against the Sellers Members alleging, among other things, fraud, negligent misrepresentation, conversion, breach of fiduciary duties and breach of contract. The court issued its decision on September 29, 2025, finding that MoneyLion breached the parties' agreements and awarding the Sellers Members damages and attorneys' fees and costs, for which we have accrued $48 million as a pre-acquisition contingency in Other long-term obligations in our Consolidated Balance Sheet. On October 28, 2025, MoneyLion filed a notice of appeal. See Note 4 for details regarding our purchase price allocation for our acquisition of MoneyLion.

NYAG Litigation

On April 14, 2025, the Office of the Attorney General of the State of New York filed a civil action in the Supreme Court of the State of New York, County of New York, against MoneyLion Inc. The complaint alleges, among other things, that MoneyLion's earned wage access product violates New York's civil and criminal usury laws and asserts claims of fraud, deceptive, and false advertising practices under state law, as well as abusive and deceptive practices under the federal Consumer Financial Protection Act. On April 28, 2025, the Attorney General filed an amended complaint, adding MoneyLion Technologies Inc. and ML Plus LLC as defendants. The Company maintains that the Attorney General's claims are without merit and is vigorously defending against the lawsuit. At this stage, the matter remains pending, and we are unable to assess whether any material loss or adverse effect is probable or estimate the range of any potential loss.

Other

We are involved in a number of other judicial, arbitrable, administrative proceedings and government inquiries that are incidental to our business, including certain matters relating to products and services offered in the ordinary course of business subject to lending and other consumer laws and regulations. Although adverse decisions (or settlements) may occur in one or more of the cases, it is not possible to estimate the possible loss or losses from each of these cases. The final resolution of these lawsuits, individually or in the aggregate, is not expected to have a material adverse effect on our business, results of operations, financial condition or cash flows.

During fiscal 2026, 2025 and 2024, we incurred(released) $(334) million, $132 million and $418 million, respectively, related to the estimated accrual and final resolutions of our litigation contingencies in our Consolidated Statements of Operations.

Note 19. Subsequent Events

Fiscal 2027 Restructuring Program

On May 5, 2026, our Board of Directors approved a restructuring plan as part of our ongoing internal transformation efforts, including increased adoption of artificial intelligence technologies. The initiative is intended to streamline operations and better align resources with strategic priorities.

We estimate that we will incur total costs of approximately $50 million in connection with the plan, consisting of employee severance and termination benefits, facilities consolidation, contract termination and other restructuring costs. Implementation is expected over the next twelve months, and estimates remain subject to change.

(2) Financial Statement Schedules

Schedule II

GEN DIGITAL INC.

VALUATION AND QUALIFYING ACCOUNTS

All financial statement schedules have been omitted, since the required information is not applicable or is not present in material amounts, and/or changes to such amounts are immaterial to require submission of the schedule, or because the information required is included in our Consolidated Financial Statements and notes thereto included in this Form 10-K.

(3) Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
2.01(§)	Asset Purchase Agreement, dated August 8, 2019, by and between Broadcom Inc. and Registrant.	8-K	000-17781	2.01	8/8/2019	
2.02(§)	Agreement and Plan of Merger, dated as of December 10, 2024, among Gen Digital Inc., Maverick Group Holdings, Inc. and MoneyLion Inc.	8-K	000-17781	2.01	4/17/2025	
3.01	Amended and Restated Certificate of Incorporation of Registrant, and all amendments thereto.	10-Q	000-17781	3.01	11/9/2022	
3.02	Amended and Restated Bylaws of Registrant.	8-K	000-17781	3.01	10/16/2024	
3.03	Certificate of Elimination of Series A Junior Preferred Stock.	10-K	000-17781	3.06	5/28/2020	
4.01	Description of Securities.	10-K	000-17781	4.01	5/15/2025	
4.02	Base Indenture, dated as of February 9, 2017, between Registrant and Wells Fargo Bank, National Association, as trustee.	8-K	000-17781	4.01	2/9/2017	
4.03	First Supplemental Indenture related to the 5% Senior Notes due 2025, dated as of February 9, 2017, between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 5.00% Senior Note due 2025).	8-K	000-17781	4.02	2/9/2017	
4.04	Second Supplemental Indenture, dated as of September 19, 2022, by and among the Company, each of the Guarantors (as defined therein) listed on the signature pages thereto and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, as trustee (including the form of 6.750% Senior Notes due 2027 and form of 7.125% Senior Notes due 2030).	8-K	000-17781	4.01	9/19/2022	
4.05	Third Supplemental Indenture, dated as of September 19, 2022, by and among the Company, the Guarantors and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, as trustee.	8-K	000-17781	4.02	9/19/2022	
4.06	Fourth Supplemental Indenture, dated as of February 28, 2025, by and among Gen Digital Inc., as issuer, the guarantors party thereto and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, as trustee (including the form of 6.250% Senior Notes due 2033).	8-K	000-17781	4.01	2/28/2025	
10.01(*)	Form of Indemnification Agreement for Officers, Directors and Key Employees, as amended (form for agreements entered into after March 6, 2016).	8-K	000-17781	10.03	3/7/2016	
10.02(*)	Registrant's Deferred Compensation Plan, restated and amended January 1, 2010, as adopted December 15, 2009.	10-K	000-17781	10.05	5/24/2010	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.03(*)	Registrant's 2000 Director Equity Incentive Plan, as amended.	10-Q	000-17781	10.01	11/1/2011	
10.04(*)	Registrant's 2008 Employee Stock Purchase Plan, as amended.	10-Q	000-17781	10.06	2/7/2020	
10.05(*)	Registrant's 2013 Equity Incentive Plan, as amended and restated.	DEF 14A	000-17781	Exhibit B	7/26/2024	
10.06(*)	Form of Director Restricted Stock Unit Award Agreement under Gen Digital Inc. 2013 Equity Incentive Plan					X
10.07(*)	Form of Employee Restricted Stock Unit Award Agreement under Gen Digital Inc. 2013 Equity Incentive Plan					X
10.08(*)	Form of Performance Based Restricted Stock Unit Award Agreement under Gen Digital Inc. 2013 Equity Incentive Plan					X
10.09(*)	Form of Restricted Stock Unit Award Agreement under Avast Limited Long Term Incentive Plan					X
10.10(*)	Form of Performance Stock Unit Award Agreement under Avast Limited Long Term Incentive Plan					X
10.11	Amended and Restated Credit Agreement, effective as of August 1, 2016, among Registrant, the lenders party thereto (the Lenders), Wells Fargo Bank, National Association, as Term Loan A-1/Revolver Administrative Agent and Swingline Lender, JPMorgan Chase Bank, N.A., as Term Loan A-2 Administrative Agent, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith, Incorporated, Barclays Bank PLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Royal Bank of Canada and Mizuho Bank, Ltd., as Lead Arrangers and Joint Bookrunners in respect of the Term A-2 Facility, Barclays Bank PLC, Citibank, N.A., Wells Fargo Bank, National Association, Royal Bank of Canada, Mizuho Bank, Ltd. And TD Securities (USA) LLC, as Co-Documentation Agents in respect of the Term A-2 Facility, and Bank of America, N.A., as Syndication Agent in respect of Term A-2 Facility.	10-Q	000-17781	4.03	8/5/2016	
10.12	Term Loan Agreement, dated as of August 1, 2016, among Registrant, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, Citibank, N.A., Wells Fargo Bank, National Association, Royal Bank of Canada, Mizuho Bank, Ltd., and TD Securities (USA) LLC, as Co-Documentation Agents, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Bank, PLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Royal Bank of Canada and Mizuho Bank, Ltd., as Joint Lead Arrangers and Joint Bookrunners.	10-Q	000-17781	4.05	8/5/2016	
10.13	Amendment Agreement, dated as of July 18, 2016, by and among Registrant, Symantec Operating Corporation, the Lenders and the New Term Lenders, Wells Fargo Bank, National Association, and JPMorgan Chase Bank, N.A.	10-Q	000-17781	4.02	8/5/2016	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.14	Assignment and Assumption, dated October 3, 2016, to the Term Loan Agreement dated as of August 1, 2016, among Registrant, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, Citibank, N.A., Wells Fargo Bank, National Association, Royal Bank of Canada, Mizuho Bank, Ltd., and TD Securities (USA) LLC, as Co-Documentation Agents, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Bank, PLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Royal Bank of Canada and Mizuho Bank, Ltd., as Joint Lead Arrangers and Joint Bookrunners.	10-Q	000-17781	4.01	2/3/2017	
10.15	First Amendment, dated December 12, 2016, to the Term Loan Agreement, dated as of August 1, 2016, among Registrant, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, Citibank, N.A., Wells Fargo Bank, National Association, Royal Bank of Canada, Mizuho Bank, Ltd., and TD Securities (USA) LLC, as Co-Documentation Agents, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Bank, PLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Royal Bank of Canada and Mizuho Bank, Ltd., as Joint Lead Arrangers and Joint Bookrunners.	10-Q	000-17781	4.02	2/3/2017	
10.16	First Amendment, dated December 12, 2016, to the Credit Agreement, effective as of August 1, 2016, among the Registrant, the lenders party thereto (the Lenders), Wells Fargo Bank, National Association, as Term Loan A-1/Revolver Administrative Agent and Swingline Lender, JPMorgan Chase Bank, N.A., as Term Loan A-2 Administrative Agent, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith, Incorporated, Barclays Bank PLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC, Royal Bank of Canada and Mizuho Bank, Ltd., as Lead Arrangers and Joint Bookrunners in respect of the Term A-2 Facility, Barclays Bank PLC, Citibank, N.A., Wells Fargo Bank, National Association, Royal Bank of Canada, Mizuho Bank, Ltd. And TD Securities (USA) LLC, as Co-Documentation Agents in respect of the Term A-2 Facility, and Bank of America, N.A., as Syndication Agent in respect of Term A-2 Facility.	10-Q	000-17781	4.03	2/3/2017	
10.17(*)	Registrant's Senior Executive Incentive Plan, as amended and restated.	8-K	000-17781	10.03	10/25/2013	
10.18(*)	Registrant's Executive Retention Plan, as amended and restated.	10-K	000-17781	10.18	5/21/2021	
10.19(*)	Registrant's Executive Severance Plan.	10-K	000-17781	10.19	5/21/2021	
10.20(†)	Environmental Indemnity Agreement, dated April 23, 1999, between Veritas and Fairchild Semiconductor Corporation, included as Exhibit C to that certain Agreement of Purchase and Sale, dated March 29, 1999, between Veritas and Fairchild Semiconductor of California.	S-1/A	333-83777	10.27	8/6/1999	
10.21	Second Amendment and Limited Waiver to Amended and Restated Credit Agreement dated as of June 22, 2018.	10-Q	000-17781	10.01	11/16/2018	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.22	Second Amendment and Limited Waiver to Term Loan dated as of June 22, 2018.	10-Q	000-17781	10.02	11/16/2018	
10.23	Credit Agreement, effective as of November 4, 2019, among NortonLifeLock Inc., the issuing banks and lenders party thereto (the Lenders), Wells Fargo Bank, National Association, as Revolver Administrative Agent and Swingline Lender, JPMorgan Chase Bank, N.A., as Term Loan Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A., Wells Fargo Securities, LLC, BofA Securities, Inc., Mizuho Bank, Ltd., Barclays Bank PLC, and The Bank of Nova Scotia, as Lead Arrangers and Joint Bookrunners, Bank of America, N.A., Mizuho Bank, Ltd., Barclays Bank PLC and The Bank of Nova Scotia, as Syndication Agents and Goldman Sachs Bank USA, HSBC Securities (USA) Inc., MUFG Bank, Ltd., SunTrust Robinson Humphrey, Inc., Citizens Bank, N.A., BMO Capital Markets Corp., BNP Paribas Securities Corp. and Santander Bank, N.A., as Co-Documentation Agents.	8-K	000-17781	10.01	11/4/2019	
10.24	APA Letter Agreement dated October 1, 2020 by and between the Company and Broadcom Inc.	8-K	000-17781	10.01	7/8/2020	
10.25	First Amendment, effective as of May 7, 2021, among NortonLifeLock Inc., JPMorgan Chase Bank, N.A., as Term Loan Administrative Agent, Wells Fargo Bank, National Association, as Revolver Administrative Agent, and the lenders and other parties thereto.	10-K	000-17781	10.31	5/21/2021	
10.26	Amended and Restated Commitment Letter, dated September 1, 2021, by and between NortonLifeLock Inc. and the parties thereto	8-K	000-17781	10.02	9/3/2021	
10.27	Amended and Restated Interim Facilities Agreement, dated September 1, 2021, by and between NortonLifeLock Inc., the parties specified thereto, as acceding finance partners, BofA Securities, Inc. and Wells Fargo Securities, LLC, as arrangers, and Bank of America, N.A., as issuing bank, interim facility agent and interim security agent	8-K	000-17781	10.01	9/3/2021	
10.28++	Restatement Agreement, dated as of September 12, 2022, by and among the Company, the other Loan Parties thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as term loan administrative agent and collateral agent under the Existing Credit Agreement, Wells Fargo Bank, National Association, as revolver administrative agent under the Existing Credit Agreement, and Bank of America, N.A., in its capacity as Successor Administrative Agent.	8-K	000-17781	10.01	9/12/2022	
10.29(*)	Avast Limited (formerly Avast plc) 2018 Long Term Incentive Plan	S-8	000-17781	99.01	9/12/2022	
10.30(*)	Agreement, effective as of June 13, 2024 by and between Gen Digital Inc. and Ondrej Vlcek.	10-Q	000-17781	10.01	8/7/2024	
10.31	Registrant's Non-Employee Director Compensation Policy	10-Q	000-17781	10.01	8/5/2022	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.32	Second Amendment to Amended and Restated Credit Agreement, dated as of April 16, 2025, by and among Gen Digital Inc., the guarantors party thereto, Bank of America, N.A., as administrative agent, each Second Amendment Incremental Term B Loan Lender.	8-K	000-17781	10.02	4/17/2025	
10.33	Contingent Value Rights Agreement, dated as of April 17, 2025, by and among Gen Digital Inc. and Computershare Inc. and Computershare Trust Company, N.A.	8-K	000-17781	10.01	4/17/2025	
10.34	MoneyLion Inc. Amended and Restated Omnibus Incentive Plan.	8-K	000-17781	99.01	4/17/2025	
10.35	Form of Performance Based Restricted Stock Unit Award Agreement (VCP) under Gen Digital Inc. 2013 Equity Incentive Plan.	10-Q	001-42603	10.01	8/13/2025	
10.36	Third Amendment to Amended and Restated Credit Agreement, dated as of March 27, 2026, by and among Gen Digital Inc. the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent.					X
10.37	Master Receivables Purchase Agreement, dated as of June 30, 2024, by and among Sound Point Capital Management, LP, SP Main Street Funding I LLC, the additional purchasers from time to time party thereto, and ML Plus LLC, as amended through March 16, 2026.					X
10.38	Servicing Agreement, dated as of June 30, 2024, by and among MoneyLion Technologies Inc., Sound Point Capital Management, LP, SP Main Street Funding I LLC, and the additional purchasers from time to time party thereto, as amended through March 16, 2026.					X
19.01	Insider Trading Policy.	10-Q	001-42603	19.01	11/7/2025	
21.01	Subsidiaries of Registrant.					X
23.01	Consent of Independent Registered Public Accounting Firm.					X
31.01	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.02	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
32.01(††)	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
32.02(††)	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
97.01	Clawback Policy.	10-K	001-42603	97.01	5/15/2025	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
101.00	The following financial information from Gen Digital Inc.'s Annual Report on Form 10-K for the fiscal year ended April 3, 2026 are formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity (Deficit), (vi) Consolidated Statements of Cash Flows, and (vi) Notes to the Consolidated Financial Statements, tagged as blocks of text and including detailed tags.					X
104.00	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).					X

* Indicates a management contract, compensatory plan or arrangement.

§ The exhibits and schedules to this agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally copies of any such exhibits and schedules to the SEC upon request.

† Filed by Veritas Software Corporation.

†† This exhibit is being furnished, rather than filed, and shall not be deemed incorporated by reference into any filing, in accordance with Item 601 of Regulation S-K.

\+ Certain portions of this document that constitute confidential information have been redacted in accordance with Regulations S-K, Item 601(b)(10).

++ Certain schedules and similar attachments to the exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5)

Item 16. ***Form 10-K Summary***

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on the 21th day of May 2026.

GEN DIGITAL INC.

By: /s/ Vincent Pilette
Vincent Pilette
Chief Executive Officer, President and Chairman of the Board

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ Vincent Pilette Vincent Pilette	Chief Executive Officer, President and Chairman of the Board (Principal Executive Officer)	May 21, 2026
/s/ Natalie Derse Natalie Derse	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 21, 2026
/s/ Sue Barsamian Sue Barsamian	Director	May 21, 2026
/s/ Pavel Baudis Pavel Baudis	Director	May 21, 2026
/s/ Eric K. Brandt Eric K. Brandt	Director	May 21, 2026
/s/ John C. Chrystal John C. Chrystal	Director	May 21, 2026
/s/ Nora Denzel Nora Denzel	Director	May 21, 2026
/s/ Emily Heath Emily Heath	Director	May 21, 2026
/s/ Sherrese M. Smith Sherrese M. Smith	Director	May 21, 2026
/s/ Ondrej Vlcek Ondrej Vlcek	Director	May 21, 2026

EXHIBIT 10.06

GEN DIGITAL INC. EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

(NON-EMPLOYEE DIRECTORS)

Pursuant to the terms and conditions of the Gen Digital Equity Incentive Plan (as amended from time to time, the "Plan"), Gen Digital Inc., a Delaware corporation (the "Company"), hereby grants to the individual listed below ("Participant") the number of restricted stock units (the "RSUs") set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Award Agreement (the "Agreement"), which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Participant: _[1]_____

Number of RSUs: _[1]_____

Award Date: _[1]_____

Award Number: _[1]_____

Vesting Schedule: **SEE APPENDIX A**

Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Grant Notice or the Agreement. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Notwithstanding any provision of this Grant Notice or the Agreement, if Participant has not rejected this Grant Notice (as provided in the Agreement) within thirty (30) days following the Award Date set forth above, Participant will be deemed to have accepted this Award, subject to all of the terms and conditions of this Grant Notice, the Agreement and the Plan.

[1] Refer to separate Notice of Grant of Award

EXHIBIT 10.06

GEN DIGITAL INC. EQUITY INCENTIVE PLAN

RSU AWARD AGREEMENT

RECITALS

A. The Board has adopted the Gen Digital Equity Incentive Plan (as amended from time to time (the "***Plan***")) for the purpose of providing incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of Gen Digital Inc. (the "***Company***") and its Subsidiaries and Affiliates (for the avoidance of doubt, all references to the Company under the Plan shall mean Gen Digital Inc.).

B. The Participant is to render valuable services to the Company and/or its Subsidiaries and Affiliates, and this RSU Award Agreement (including any additional terms set forth on any appendices attached hereto this "***Agreement***") is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of rights in respect of the shares of the Company's common stock, par value $0.01 per share (the "***Common Stock***") in the form of Restricted Stock Units (each, an "***RSU***").

C. All capitalized terms in this Agreement shall have the meaning assigned to them herein. All undefined terms shall have the meaning assigned to them in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Grant of Restricted Stock Units**. The Company hereby awards to the Participant RSUs under the Plan. Each RSU represents the right to receive one share of the Company's Common Stock on the vesting date of that RSU, subject to the provisions of this Agreement and the Plan. The number of Shares subject to this Award, the applicable vesting schedule for the RSUs and the Shares, the dates on which those vested Shares shall be issued to the Participant and the remaining terms and conditions governing this Award shall be as set forth in this Agreement.

2. **Grant Acceptance**; **Acknowledgement**. The Company and the Participant agree that the RSUs are granted under and governed by the Grant Notice (as defined below), this Agreement and the provisions of the Plan. The Participant: (a) acknowledges receipt of a copy of the Plan prospectus, (b) represents that the Participant has carefully read and is familiar with the provisions thereof, and (c) hereby accepts the RSUs subject to all of the terms and conditions of this Agreement set forth herein, in the Plan and in the Grant Notice. If the Participant does not wish to receive the RSUs and/or does not consent and agree to the terms and conditions on which the RSUs are offered, as set forth in this Agreement (including any appendices hereto) and the Plan, then the Participant must reject this Award via the website of the Company's designated broker, no later than thirty (30) days following the Award Date (as defined below) set forth in the Grant Notice. If the Participant rejects this Award, this Award will immediately be forfeited and cancelled for no consideration. The Participant's failure to reject this Award within this thirty (30) day period will constitute the Participant's acceptance of this Award and all terms and conditions of this Award, as set forth in this Agreement and the Plan.

EXHIBIT 10.06

AWARD SUMMARY

Award Date and Number of Shares Subject to Award:	The Award Date shall mean the date the RSUs are granted to the Participant pursuant to this Agreement (the "***Award Date***") and shall be the date indicated in the notice as provided by the Stock Administration Department of the Company, or such other applicable department of the Company, providing the Participant with notice of the issuance of an RSU award pursuant to the Plan and terms of this Agreement (the "***Grant Notice***").
Vesting Schedule:	The RSUs shall vest pursuant to the schedule set forth in the Grant Notice (the "***Vesting Schedule***"). The RSUs allocated to each applicable vesting date shall vest on that date only if the Participant's service has not Terminated as of such date, and no additional RSUs shall vest following the Participant's Termination. [Provided however, if Participant's service has Terminated prior to a vesting date as set forth in the Grant Notice, a pro-rated amount of the RSUs will vest based on a fraction, the numerator of which is the number of days the Participant provided services to the Company prior to the following vesting date and the denominator of which is the total number of days between the prior vesting date and the following vesting date (including the date of the prior vesting date).][1] Notwithstanding anything in the Grant Notice, the RSUs will vest in their entirety upon a Change in Control (as defined under the Gen Digital Inc. Executive Retention Plan (as amended from time to time)), so long as the Participant continuously provides services to the Company or any Affiliate or Subsidiary from the Award Date through the consummation of such Change in Control. If the Participant is Terminated by reason of death or Disability, the award shall vest in full as of immediately prior to such Termination. The Participant acknowledges and agrees that the Vesting Schedule may change prospectively in the event that the Participant's service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. 1 Only applicable for RSU grants issued on a quarterly schedule.
Issuance Schedule	The Shares in which the Participant vests in accordance with the foregoing Vesting Schedule shall be issuable as set forth in Section 6. However, the actual number of Shares to be issued will be subject to the provisions of Section 7 pursuant to which the applicable withholding taxes are to be collected.

3. **Limited Transferability**. This Award, and any interest therein, shall not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner by the Participant, other than by will or by the laws of

descent and distribution unless otherwise determined by the Committee or its delegate(s) in accordance with the terms of the Plan on a case-by-case basis.

4. **Cessation of Service**. Subject to the provisions of the Vesting Schedule set forth above, if the Participant's active service as an Eligible Individual to the Company or a Parent, Subsidiary or an Affiliate of the Company is Terminated for any reason (whether or not in breach of local labor laws) prior to vesting in one or more Shares subject to this Award, then any unvested RSUs will be immediately thereafter cancelled, the Participant shall cease to have any right or entitlement to receive any Shares under those cancelled RSUs and the Participant's right to receive Shares pursuant to the RSUs and vest in such RSUs under the Plan will terminate effective as of the date of the Participant's Termination; in no event will the Participant's service be extended by any notice period mandated under local law (*e.g.*, active service would not include a period of "garden leave" or similar period pursuant to local law). For purposes of this Award, a transfer of employment between the Company and any Subsidiary and/or Affiliate of the Company shall not constitute a Termination. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of the Plan (including whether the Participant may still be considered to be providing services while on a leave of absence) and the effective date on which the Participant ceased to provide services (the "***Termination Date***").

5. **Adjustment in Shares**. The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. Should any change be made to the Company's shares of Common Stock by reason of any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or if there is a change in the corporate structure, then appropriate adjustments shall be made to the total number and/or class of securities and any Dividend Equivalent Rights (as defined below) issuable pursuant to this Award in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder in accordance with Section 2.2 of the Plan.

6. **Issuance of Shares of the Company's Common Stock**.

a. As soon as practicable following the applicable vesting date of any portion of the RSU (including the date (if any) on which vesting of any portion of this RSU accelerates), or if specified in the Company's Non-Employee Director Compensation Policy, on such settlement dates as provided for in such policy, the Company shall issue to or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying Shares that so vested, subject, however, to the provisions of Section 7 pursuant to which the applicable Tax-Related Items (as defined below) are to be collected. In no event shall the date of settlement (meaning the date that Shares are issued) be later than thirty (30) days after vesting. The value of the Shares shall not bear any interest owing to the passage of time.

b. If the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any units that otherwise would have been settled during the first six months following the Participant's separation from service will instead be settled during the seventh month following the Participant's separation from service, unless the settlement of those units is exempt from Section 409A of the Code.

c. In no event shall fractional Shares be issued.

d. Except as set forth in clause (e) below, the holder of this Award shall not have any stockholder rights, including voting rights, with respect to the Shares subject to the RSUs until the

Participant becomes the record holder of those Shares following their actual issuance and after the satisfaction of the Tax-Related Items (as defined below).

e. As of any date that the Company pays an ordinary cash dividend on its shares of Common Stock, the Company shall credit the Participant with a dollar amount equal to (i) the per share cash dividend paid by the Company on its shares of Common Stock on such date, multiplied by (ii) the total number of RSUs (with such total number adjusted pursuant to Section 5 of this Agreement and Section 2.2 of the Plan) subject to this Award that are outstanding immediately prior to the record date for that dividend (a "***Dividend Equivalent Right***"). Any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 6(e) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original RSUs to which they relate; provided, however, that the amount of any vested Dividend Equivalent Rights shall be paid in cash. No crediting of Dividend Equivalent Rights shall be made pursuant to this Section 6(e) with respect to any RSUs which, immediately prior to the record date for that dividend, have either been paid pursuant to this Section 6 or terminated pursuant to Section 4.

7. **Tax Obligations.**

a. **Participant's Ultimate Tax Liability**. Regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed applicable to the Participant ("***Tax-Related Items***"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer.

b. **No Representations Regarding Tax Treatment**. The Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the vesting or settlement of the RSUs, accrual or payment of Dividend Equivalent Rights, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends.

c. **No Obligation to Minimize Taxes**. The Company and/or the Employer do not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

d. **Multiple Jurisdiction Tax Withholding**. If the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

e. **Tax Withholding Arrangements; Share Withholding**. In connection with any relevant tax or tax withholding event, as applicable, the Participant shall make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company, the Employer, or their respective agents, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the RSU.

f. **Alternative Methods of Tax Withholding**. If withholding Shares is problematic under applicable law or has materially adverse accounting consequences, the Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Participant's wages or other cash compensation;

(ii) withholding from the proceeds for the sale of Shares underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or

(iii) any other method of withholding deemed acceptable by the Committee; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable.

g. **Section 16 Officer**. If the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding prior to the Tax-Related Items withholding event.

h. **Withholding Rates; Over- and Under-Withholding**. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may need to seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

i. **Deemed Issuance for Share Withholding**. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

j. **Failure to Satisfy Tax Obligations**. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

8. **Compliance with Laws and Regulations**.

a. The issuance of Shares pursuant to the RSU shall be subject to compliance by the Company and the Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange (or an established market, if applicable) on which the Company's Common Stock may be listed for trading at the time of such issuance.

b. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance of any Company Common Stock hereby shall relieve the Company of any liability with respect to the non-issuance of the Company's Common Stock as to which such approval shall not have been obtained.

c. The Participant understands that the Company is under no obligation to register or qualify the Shares with the U.S. Securities and Exchange Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares.

9. **Successors and Assigns**. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and the Participant, the Participant's assigns, the legal representatives, heirs and legatees of the

Participant's estate and any beneficiaries designated by the Participant (subject to any restrictions on transfer set forth in this Agreement and/or the Plan).

10. **Notices**. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices with attention to the General Counsel. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address on file with the Company. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. **Construction**. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall apply. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the RSU.

12. **Governing Law and Venue**. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of Delaware, or the federal courts for the United States District Court for the District of Delaware, and no other courts, where this grant is made and/or to be performed.

13. **Excess Shares**. If the Shares covered by this Agreement exceed, as of the date the RSU is granted, the number of Shares which may without stockholder approval be issued under the Plan, then the Award shall be void with respect to those excess Shares, unless stockholder approval of an amendment sufficiently increasing the number of Shares issuable under the Plan is obtained in accordance with the provisions of the Plan.

14. **No Right to Continued Service** Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue in the service of the Company (or any Parent or other Subsidiary retaining the Participant) for any period of specific duration, or be interpreted as forming or amending a service contract with the Company (or any Parent or other Subsidiary retaining the Participant), or interfere with or otherwise restrict in any way the rights of the Company or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's service with the Company at any time for any reason, with or without cause.

15. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan, RSUs granted under the Plan or future RSUs that may be granted under the Plan (including, without limitation, disclosures that may be required by the Securities and Exchange Commission) by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Appendices**. Notwithstanding any provisions in this Agreement, this Award shall be subject to the terms and conditions set forth in any appendices to this Agreement. Moreover, if the Participant relocates

between the countries included in Appendix C, the country-specific terms and conditions for the new country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Any appendices constitute part of this Agreement.

18. **Waiver**. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

19. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. **Award Subject to Company Clawback or Recoupment**. For the avoidance of doubt, the Participant shall be subject to compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, including without limitation the Company's Compensation Recovery Policy. Notwithstanding anything to the contrary herein, (i) compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, shall be a pre-condition to earning, or vesting in respect of, any RSUs and (ii) any RSUs that are subject to the Company's Compensation Recovery Policy will not be earned or vested, even if already granted, paid or settled, until the Company's Compensation Recovery Policy ceases to apply to such Awards and any other vesting conditions applicable to such Awards are satisfied.

ACCEPTANCE OF THE AGREEMENT

If the Participant does not agree to the terms and conditions on which this Agreement is offered, then the Participant must reject this Award via the website of the Company's designated broker, Morgan Stanley, no later than thirty (30) days following the Award Date. The Participant may also contact the Company at sadminmailbox@gendigital.com for alternate instructions. The Participant's failure to reject this Award, a non-rejection, will constitute the Participant's acceptance of this Award including all the terms and conditions, appendices hereto, and the Plan.

APPENDIX A

VESTING SCHEDULE

APPENDIX B

ADDITIONAL PROVISIONS FOR PARTICIPANTS LOCATED OUTSIDE OF THE UNITED STATES

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement or the Plan.

1. **Nature of the Grant**. In accepting the RSUs, the Participant acknowledges, understands and agrees that:

   (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement;

   (b) the Plan is operated and the RSUs are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Subsidiary or Affiliate of the Company (including, but not limited to, the Employer);

   (c) no Subsidiary or Affiliate of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement;

   (d) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded in the past;

   (e) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

   (f) the Participant's participation in the Plan is voluntary;

   (g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

   (h) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

   (i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate of the Company;

   (j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(k) if the Participant receives Shares upon vesting of the RSUs, the value of such Shares acquired may increase or decrease;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the Participant's Termination (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of this Award to which the Participant is otherwise not entitled, the Participant agrees not to institute any claim against the Company, the Employer, or any Parent, Subsidiaries or Affiliates of the Company;

(m) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement;

(n) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan; and

(o) the Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

2. **Language**. The Participant acknowledges and agrees that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to enable him or her to understand the terms and conditions of this Agreement. Further, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

3. **Insider Trading Restrictions/Market Abuse Laws**. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country in which the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and the Participant's country, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (*e.g.*, RSUs) or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company, as defined by the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. The insider trading and/or market abuse laws may be different from any Company Insider Trading Policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter.

4. **Foreign Asset/Account and Exchange Control Reporting**. The Participant's country may have certain exchange controls and foreign asset and/or account reporting requirements which may affect

his or her ability to purchase or hold Shares under the Plan or receive cash from his or her participation in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Further, the Participant may be required to repatriate Shares or proceeds acquired as a result of participating in the Plan to his or her country through a designated bank/broker and/or within a certain time. The Participant acknowledges and agrees that it is his or her responsibility to be compliant with such regulations and understands that the Participant should speak with his or her personal legal advisor for any details regarding any foreign asset/account reporting or exchange control reporting requirements in the Participant's country arising out of his or her participation in the Plan.

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EXHIBIT 10.07

GEN DIGITAL INC. EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT GRANT NOTICE (EMPLOYEES)

Pursuant to the terms and conditions of the Gen Digital Equity Incentive Plan (as amended from time to time, the "Plan"), Gen Digital Inc., a Delaware corporation (the "Company"), hereby grants to the individual listed below ("Participant") the number of restricted stock units (the "RSUs") set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Award Agreement (the "Agreement"), which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Participant: _[1]_____

Number of RSUs: _[1]_____

Award Date: _[1]_____

Award Number: _[1]_____

Vesting Schedule: _[1]_____

Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Grant Notice or the Agreement. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Notwithstanding any provision of this Grant Notice or the Agreement, if Participant has not rejected this Grant Notice (as provided in the Agreement) within thirty (30) days following the Award Date set forth above, Participant will be deemed to have accepted this Award, subject to all of the terms and conditions of this Grant Notice, the Agreement and the Plan.

[1] Refer to separate Notice of Grant of Award

EXHIBIT 10.07

GEN DIGITAL INC. EQUITY INCENTIVE PLAN

RSU AWARD AGREEMENT

RECITALS

A. The Board has adopted the Gen Digital Equity Incentive Plan (as amended from time to time (the "***Plan***")) for the purpose of providing incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of Gen Digital Inc. (the "***Company***") and its Subsidiaries and Affiliates (for the avoidance of doubt, all references to the Company under the Plan shall mean Gen Digital Inc.).

B. The Participant is to render valuable services to the Company and/or its Subsidiaries and Affiliates, and this RSU Award Agreement (including any additional terms set forth on any appendices attached hereto this "***Agreement***") is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of rights in respect of the shares of the Company's common stock, par value $0.01 per share (the "***Common Stock***") in the form of Restricted Stock Units (each, an "***RSU***").

C. All capitalized terms in this Agreement shall have the meaning assigned to them herein. All undefined terms shall have the meaning assigned to them in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Grant of Restricted Stock Units**. The Company hereby awards to the Participant RSUs under the Plan. Each RSU represents the right to receive one share of the Company's Common Stock on the vesting date of that RSU, subject to the provisions of this Agreement and the Plan. The number of Shares subject to this Award, the applicable vesting schedule for the RSUs and the Shares, the dates on which those vested Shares shall be issued to the Participant and the remaining terms and conditions governing this Award shall be as set forth in this Agreement.

2. **Grant Acceptance**; **Acknowledgement**. The Company and the Participant agree that the RSUs are granted under and governed by the Grant Notice (as defined below), this Agreement and the provisions of the Plan. The Participant: (a) acknowledges receipt of a copy of the Plan prospectus, (b) represents that the Participant has carefully read and is familiar with the provisions thereof, and (c) hereby accepts the RSUs subject to all of the terms and conditions of this Agreement set forth herein, in the Plan and in the Grant Notice. If the Participant does not wish to receive the RSUs and/or does not consent and agree to the terms and conditions on which the RSUs are offered, as set forth in this Agreement (including any appendices hereto) and the Plan, then the Participant must reject this Award via the website of the Company's designated broker, no later than thirty (30) days following the Award Date (as defined below) set forth in the Grant Notice. If the Participant rejects this Award, this Award will immediately be forfeited and cancelled for no consideration. The Participant's failure to reject this Award within this thirty (30) day period will constitute the Participant's acceptance of this Award and all terms and conditions of this Award, as set forth in this Agreement and the Plan.

EXHIBIT 10.07

AWARD SUMMARY

Award Date and Number of Shares Subject to Award:	The Award Date shall mean the date the RSUs are granted to the Participant pursuant to this Agreement (the "***Award Date***") and shall be the date indicated in the notice as provided by the Stock Administration Department of the Company, or such other applicable department of the Company, providing the Participant with notice of the issuance of an RSU award pursuant to the Plan and terms of this Agreement (the "***Grant Notice***").
Vesting Schedule:	The RSUs shall vest pursuant to the schedule set forth in the Grant Notice (the "***Vesting Schedule***"). The RSUs allocated to each applicable vesting date shall vest on that date only if the employment of the Participant has not Terminated as of such date, and no additional RSUs shall vest following the Participant's Termination. If the Participant is Terminated by reason of death or Disability, the award shall vest in full as of immediately prior to such Termination. The Participant acknowledges and agrees that the Vesting Schedule may change prospectively in the event that the Participant's service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards.
Issuance Schedule	The Shares in which the Participant vests in accordance with the foregoing Vesting Schedule shall be issuable as set forth in Section 6. However, the actual number of Shares to be issued will be subject to the provisions of Section 7 pursuant to which the applicable withholding taxes are to be collected.

3. **Limited Transferability**. This Award, and any interest therein, shall not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner by the Participant, other than by will or by the laws of descent and distribution unless otherwise determined by the Committee or its delegate(s) in accordance with the terms of the Plan on a case-by-case basis.

4. **Cessation of Service**. Subject to the provisions of the Vesting Schedule set forth above, if the Participant's active service as an Eligible Individual to the Company or a Parent, Subsidiary or an Affiliate of the Company is Terminated for any reason (whether or not in breach of local labor laws) prior to vesting in one or more Shares subject to this Award, then any unvested RSUs will be immediately thereafter cancelled, the Participant shall cease to have any right or entitlement to receive any Shares under those cancelled RSUs and the Participant's right to receive Shares pursuant to the RSUs and vest in such RSUs under the Plan will terminate effective as of the date of the Participant's Termination; in no event will the Participant's service be extended by any notice period mandated under local law (*e.g.*, active service would not include a period of "garden leave" or similar period pursuant to local law). For purposes of this Award, a transfer of employment between the Company and any Subsidiary and/or Affiliate of the Company shall not constitute a Termination. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of the Plan (including whether the Participant may still be considered to be

providing services while on a leave of absence) and the effective date on which the Participant ceased to provide services (the "***Termination Date***").

5. **Adjustment in Shares**. The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. Should any change be made to the Company's shares of Common Stock by reason of any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or if there is a change in the corporate structure, then appropriate adjustments shall be made to the total number and/or class of securities and any Dividend Equivalent Rights (as defined below) issuable pursuant to this Award in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder in accordance with Section 2.2 of the Plan.

6. **Issuance of Shares of the Company's Common Stock**.

a. As soon as practicable following the applicable vesting date of any portion of the RSU (including the date (if any) on which vesting of any portion of this RSU accelerates), the Company shall issue to or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying Shares that so vested, subject, however, to the provisions of Section 7 pursuant to which the applicable Tax-Related Items (as defined below) are to be collected. In no event shall the date of settlement (meaning the date that Shares are issued) be later than thirty (30) days after vesting. The value of the Shares shall not bear any interest owing to the passage of time.

b. If the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any units that otherwise would have been settled during the first six months following the Participant's separation from service will instead be settled during the seventh month following the Participant's separation from service, unless the settlement of those units is exempt from Section 409A of the Code.

c. In no event shall fractional Shares be issued.

d. Except as set forth in clause (e) below, the holder of this Award shall not have any stockholder rights, including voting rights, with respect to the Shares subject to the RSUs until the Participant becomes the record holder of those Shares following their actual issuance and after the satisfaction of the Tax-Related Items (as defined below).

e. As of any date that the Company pays an ordinary cash dividend on its shares of Common Stock, the Company shall credit the Participant with a dollar amount equal to (i) the per share cash dividend paid by the Company on its shares of Common Stock on such date, multiplied by (ii) the total number of RSUs (with such total number adjusted pursuant to Section 5 of this Agreement and Section 2.2 of the Plan) subject to this Award that are outstanding immediately prior to the record date for that dividend (a "***Dividend Equivalent Right***"). Any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 6(e) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original RSUs to which they relate; provided, however, that the amount of any vested Dividend Equivalent Rights shall be paid in cash. No crediting of Dividend Equivalent Rights shall be made pursuant to this Section 6(e) with respect to any RSUs which, immediately prior to the record date for that dividend, have either been paid pursuant to this Section 6 or terminated pursuant to Section 4.

7. **Tax Obligations.**

a. **Participant's Ultimate Tax Liability**. Regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed applicable to the Participant ("***Tax-Related Items***"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer.

b. **No Representations Regarding Tax Treatment**. The Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the vesting or settlement of the RSUs, accrual or payment of Dividend Equivalent Rights, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends.

c. **No Obligation to Minimize Taxes**. The Company and/or the Employer do not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

d. **Multiple Jurisdiction Tax Withholding**. If the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

e. **Tax Withholding Arrangements; Share Withholding**. In connection with any relevant tax or tax withholding event, as applicable, the Participant shall make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company, the Employer, or their respective agents, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the RSU.

f. **Alternative Methods of Tax Withholding**. If withholding Shares is problematic under applicable law or has materially adverse accounting consequences, the Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

   (i) withholding from the Participant's wages or other cash compensation;

   (ii) withholding from the proceeds for the sale of Shares underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or

   (iii) any other method of withholding deemed acceptable by the Committee; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable.

g. **Section 16 Officer**. If the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding prior to the Tax-Related Items withholding event.

h. **Withholding Rates; Over- and Under-Withholding**. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to

the equivalent in Shares), or if not refunded, the Participant may need to seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

i. **Deemed Issuance for Share Withholding**. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

j. **Failure to Satisfy Tax Obligations**. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

8. **Compliance with Laws and Regulations**.

a. The issuance of Shares pursuant to the RSU shall be subject to compliance by the Company and the Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange (or an established market, if applicable) on which the Company's Common Stock may be listed for trading at the time of such issuance.

b. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance of any Company Common Stock hereby shall relieve the Company of any liability with respect to the non-issuance of the Company's Common Stock as to which such approval shall not have been obtained.

c. The Participant understands that the Company is under no obligation to register or qualify the Shares with the U.S. Securities and Exchange Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares.

9. **Successors and Assigns**. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and the Participant, the Participant's assigns, the legal representatives, heirs and legatees of the Participant's estate and any beneficiaries designated by the Participant (subject to any restrictions on transfer set forth in this Agreement and/or the Plan).

10. **Notices**. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices with attention to the General Counsel. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address on file with the Company. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. **Construction**. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall apply. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the RSU.

12. **Governing Law and Venue**. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules. For

purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of Delaware, or the federal courts for the United States District Court for the District of Delaware, and no other courts, where this grant is made and/or to be performed.

13. **Excess Shares**. If the Shares covered by this Agreement exceed, as of the date the RSU is granted, the number of Shares which may without stockholder approval be issued under the Plan, then the Award shall be void with respect to those excess Shares, unless stockholder approval of an amendment sufficiently increasing the number of Shares issuable under the Plan is obtained in accordance with the provisions of the Plan.

14. **Employment at Will**. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue in the employment of the Company or the Employer (or any Parent or other Subsidiary employing or retaining the Participant) for any period of specific duration, or be interpreted as forming or amending an employment or service contract with the Company or the Employer (or any Parent or other Subsidiary employing or retaining the Participant), or interfere with or otherwise restrict in any way the rights of the Company or the Employer or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's service with the Company or the Employer at any time for any reason, with or without cause.

15. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan, RSUs granted under the Plan or future RSUs that may be granted under the Plan (including, without limitation, disclosures that may be required by the Securities and Exchange Commission) by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Appendices**. Notwithstanding any provisions in this Agreement, this Award shall be subject to the terms and conditions set forth in any appendices to this Agreement. Moreover, if the Participant relocates between the countries included in Appendix B, the country-specific terms and conditions for the new country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Any appendices constitute part of this Agreement.

18. **Waiver**. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

19. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. **Award Subject to Company Clawback or Recoupment**. For the avoidance of doubt, the Participant shall be subject to compliance with applicable law, the Company's Code of Conduct, and the Company's

corporate policies, as applicable, including without limitation the Company's Compensation Recovery Policy. Notwithstanding anything to the contrary herein, (i) compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, shall be a pre-condition to earning, or vesting in respect of, any RSUs and (ii) any RSUs that are subject to the Company's Compensation Recovery Policy will not be earned or vested, even if already granted, paid or settled, until the Company's Compensation Recovery Policy ceases to apply to such Awards and any other vesting conditions applicable to such Awards are satisfied.

ACCEPTANCE OF THE AGREEMENT

If the Participant does not agree to the terms and conditions on which this Agreement is offered, then the Participant must reject this Award via the website of the Company's designated broker, Morgan Stanley, no later than thirty (30) days following the Award Date. The Participant may also contact the Company at sadminmailbox@gendigital.com for alternate instructions. The Participant's failure to reject this Award, a non-rejection, will constitute the Participant's acceptance of this Award including all the terms and conditions, appendices hereto, and the Plan.

EXHIBIT 10.07

APPENDIX A

ADDITIONAL PROVISIONS FOR PARTICIPANTS LOCATED OUTSIDE OF THE UNITED STATES

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement or the Plan.

1. **Nature of the Grant**. In accepting the RSUs, the Participant acknowledges, understands and agrees that:

   (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement;

   (b) the Plan is operated and the RSUs are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Subsidiary or Affiliate of the Company (including, but not limited to, the Employer);

   (c) no Subsidiary or Affiliate of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement;

   (d) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded in the past;

   (e) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

   (f) the Participant's participation in the Plan is voluntary;

   (g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

   (h) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

   (i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate of the Company;

   (j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

   (k) if the Participant receives Shares upon vesting of the RSUs, the value of such Shares acquired may increase or decrease;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the Participant's Termination (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of this Award to which the Participant is otherwise not entitled, the Participant agrees not to institute any claim against the Company, the Employer, or any Parent, Subsidiaries or Affiliates of the Company;

(m) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement;

(n) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan; and

(o) the Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

2. **Language**. The Participant acknowledges and agrees that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to enable him or her to understand the terms and conditions of this Agreement. Further, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

3. **Insider Trading Restrictions/Market Abuse Laws**. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country in which the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and the Participant's country, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (*e.g.*, RSUs) or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company, as defined by the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. The insider trading and/or market abuse laws may be different from any Company Insider Trading Policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter.

4. **Foreign Asset/Account and Exchange Control Reporting**. The Participant's country may have certain exchange controls and foreign asset and/or account reporting requirements which may affect his or her ability to purchase or hold Shares under the Plan or receive cash from his or her participation in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be

required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Further, the Participant may be required to repatriate Shares or proceeds acquired as a result of participating in the Plan to his or her country through a designated bank/broker and/or within a certain time. The Participant acknowledges and agrees that it is his or her responsibility to be compliant with such regulations and understands that the Participant should speak with his or her personal legal advisor for any details regarding any foreign asset/account reporting or exchange control reporting requirements in the Participant's country arising out of his or her participation in the Plan.

EXHIBIT 10.07

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Exhibit 10.08

GEN DIGITAL INC.
PERFORMANCE BASED RESTRICTED STOCK UNIT NOTICE OF GRANT OF AWARD

Effective _____ and pursuant to the terms and conditions of the Gen Digital Inc. Equity Incentive Plan, as amended from time to time, Gen Digital Inc., a Delaware corporation, hereby grants to the individual listed below ("Participant") the performance based restricted stock units (the "PRUs") set forth below. This award of the PRUs is subject to the terms and conditions set forth herein and in the Performance Based Restricted Stock Unit Award Agreement (the "Agreement"), which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Participant:	[1]
Award Date:	[1]
Type of PRU ([___]):	[1]
Total Number of PRUs:	[1]
Current Total Value of Award:	$[1]

Performance Period:	Begins on: [2]	Ends on: [2]	
Vesting Schedule:	Vesting Period:	Shares:	Final Measurement Date:
	[1]	[1]	[1]

Applicable Performance FY: Shall mean the Company's fiscal year ending [2].

Current FY: Shall mean the Company's current fiscal year ending [2].

Participant agrees to be bound by the terms of this Notice of Grant of Award (the "Notice of Grant"), the Plan and the Agreement. Participant has reviewed the Plan, this Notice of Grant and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice of Grant and fully understands all provisions of the Plan, this Notice of Grant and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Notice of Grant or the Agreement. This Notice of Grant may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Notwithstanding any provision of this Notice of Grant or the Agreement, if Participant has not rejected this Notice of Grant (as provided in the Agreement) within thirty (30) days following the Notice of Grant set forth above, Participant will be deemed to have accepted this Award, subject to all of the terms and conditions of this Notice of Grant, the Agreement and the Plan.

Refer to separate Notice of Grant of Award

Refer to Appendix B – Performance Schedule

GEN DIGITAL INC.
PERFORMANCE BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
RECITALS

The Board has adopted the Gen Digital Equity Incentive Plan (as amended from time to time (the "Plan")) for the purpose of providing incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of Gen Digital Inc. (the "Company") and its Subsidiaries and Affiliates (for the avoidance of doubt, all references to the Company under the Plan shall mean Gen Digital Inc.).

The Participant is to render valuable services to the Company and/or its Subsidiaries and Affiliates, and this Performance Based Restricted Stock Unit Agreement (including any additional terms set forth on any appendices attached hereto this "Agreement") is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of rights in respect of the shares of the Company's common stock, par value $0.01 per share (the "Common Stock") in the form of Performance Based Restricted Stock Units (each, a "PRU"). All capitalized terms in this Agreement shall have the meaning assigned to them in the Notice of Grant, Appendix A or Appendix B attached hereto. All undefined terms shall have the meaning assigned to them in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

Grant of Performance Based Restricted Stock Units. The Company hereby awards to the Participant the PRUs as set forth in the Notice of Grant and under the terms and conditions of the Plan. Each PRU represents the right to receive one share of Common Stock on vesting based on achievement of the performance objectives set forth in the Notice of Grant and Appendix B (each, a "Share"), subject to the provisions of this Agreement (including any Appendices hereto). The number of Shares subject to this Award, the applicable vesting schedule for the PRUs and the Shares, the dates on which those vested Shares shall be issued to Participant and the remaining terms and conditions governing this Award shall be as set forth in this Agreement (including any Appendices hereto).

Grant Acceptance; **Acknowledgement**. The Company and the Participant agree that the PRUs are granted under and governed by the Grant Notice (as defined below), this Agreement and the provisions of the Plan. The Participant: (a) acknowledges receipt of a copy of the Plan prospectus, (b) represents that the Participant has carefully read and is familiar with the provisions thereof, and (c) hereby accepts the PRUs subject to all of the terms and conditions of this Agreement set forth herein, in the Plan and in the Grant Notice. If the Participant does not wish to receive the PRUs and/or does not consent and agree to the terms and conditions on which the PRUs are offered, as set forth in this Agreement (including any appendices hereto) and the Plan, then the Participant must reject this Award via the website of the Company's designated broker, no later than thirty (30) days following the Award Date (as defined below) set forth in the Grant Notice. If the Participant rejects this Award, this Award will immediately be forfeited and cancelled for no consideration. The Participant's failure to reject this Award within this thirty (30) day period will constitute the Participant's acceptance of this Award and all terms and conditions of this Award, as set forth in this Agreement and the Plan.

AWARD SUMMARY

Award Date and Number of Shares Subject to Award:	As set forth in the Notice of Grant.
Vesting Schedule:	The Shares shall vest pursuant to the schedule set forth on Appendix B hereto and the Notice of Grant. Subject to the provisions of Appendix B hereto, the Shares that may be earned on each applicable vesting date shall vest on that date only if the employment of the Participant has not Terminated as of such date, and no additional Shares shall vest following the Participant's Termination.
Issuance Schedule	The Shares in which the Participant vests shall be issuable as set forth in Paragraph 6. However, the actual number of vested Shares to be issued will be subject to the provisions of Paragraph 7 (pursuant to which the applicable withholding taxes are to be collected) and Appendix B.

imited Transferability. This Award, and any interest therein, shall not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner by the Participant, other than by will or by the laws of descent and distribution unless otherwise determined by the Committee or its delegate(s) in accordance with the terms of the Plan on a case-by-case basis.

essation of Service. Subject to the provisions of Appendix B hereto, should the Participant's service as an employee, director, consultant, independent contractor or advisor to the Company or a Parent, Subsidiary or an Affiliate of the Company be Terminated for any reason (whether or not in breach of local labor laws) prior to vesting in one or more Shares subject to this Award, then the PRUs covering such unvested Shares will be immediately thereafter cancelled, the Participant shall cease to have any right or entitlement to receive any Shares under those cancelled PRUs and the Participant's right to receive PRUs and vest under the Plan in respect thereof, if any, will terminate effective as of the date that the Participant is no longer actively providing service. For purposes of service, transfer of employment between the Company and any Subsidiary or Affiliate shall not constitute Termination of Service. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of the Plan.

djustment in Shares. The Participant acknowledges that the PRUs and the Shares subject to the PRUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. Should any change be made to the Company's shares of Common Stock by reason of any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or if there is a change in the corporate structure, then appropriate adjustments shall be made to the total number and/or class of securities issuable pursuant to this Award in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder in accordance with Section 2.2 of the Plan.

suance of Shares of Common Stock.

a. As soon as practicable following the applicable vesting date of any portion of the PRU (including the date (if any) on which vesting of any portion of this PRU accelerates), the Company shall issue to, or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock that so vested, subject, however, to the provisions of Paragraph 7 pursuant to which the applicable withholding taxes are to be collected. In no event shall the date of settlement (meaning the date that Shares are issued) be later than two and one half (2½) months after the

later of (i) the end of the Company's fiscal year in which the applicable vesting date occurs or (ii) the end of the calendar year in which the applicable vesting date occurs. The value of Shares shall not bear any interest owing to the passage of time.

b. If the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any units that otherwise would have been settled during the first six months following the Participant's separation from service will instead be settled during the seventh month following the Participant's separation from service, unless the settlement of those units is exempt from Section 409A of the Code.
c. In no event shall fractional Shares be issued.
d. The holder of this Award shall not have any stockholder rights, including voting rights, with respect to the Shares subject to the PRUs until the Award holder becomes the record holder of those Shares following their actual issuance and after the satisfaction of the Tax-Related Items (as defined below).

Related Items.

a. **Participant's Ultimate Tax Liability**. Regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed applicable to the Participant ("***Tax-Related Items***"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer.

b. **No Representations Regarding Tax Treatment**. The Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the vesting or settlement of the PRUs, accrual or payment of Dividend Equivalent Rights, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends.

c. **No Obligation to Minimize Taxes**. The Company and/or the Employer do not commit to structure the terms of the Award or any aspect of the PRUs to reduce or eliminate the Participant's liability for Tax-Related Items.

d. **Multiple Jurisdiction Tax Withholding**. If the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

e. **Tax Withholding Arrangements; Share Withholding**. In connection with any relevant tax or tax withholding event, as applicable, the Participant shall make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company, the Employer, or their respective agents, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the PRU.

f. **Alternative Methods of Tax Withholding**. If withholding Shares is problematic under applicable law or has materially adverse accounting consequences, the Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Participant's wages or other cash compensation;

(ii) withholding from the proceeds for the sale of Shares underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or

(iii) any other method of withholding deemed acceptable by the Committee; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable.

g. **Section 16 Officer**. If the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding prior to the Tax-Related Items withholding event.

h. **Withholding Rates; Over- and Under-Withholding**. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may need to seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

i. **Deemed Issuance for Share Withholding**. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested PRUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

j. **Failure to Satisfy Tax Obligations**. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

'**ompliance with Laws and Regulations**.

a. The issuance of shares of Common Stock pursuant to the PRU shall be subject to compliance by the Company and the Participant with all applicable requirements of law relating thereto, and with all applicable regulations of any stock exchange (or an established market, if applicable) on which the Common Stock may be listed for trading at the time of such issuance.

b. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance of any Common Stock hereby shall relieve the Company of any liability with respect to the non-issuance of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use its best efforts to obtain all such approvals.

c The Participant understands that the Company is under no obligation to register or qualify the Shares with the U.S. Securities and Exchange Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares.

uccessors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Participant, Participant's assigns, the legal representatives, heirs and legatees of Participant's estate and any beneficiaries designated by Participant (subject to the restrictions on transfer as set forth in this Award Agreement and the Plan).

Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices with attention to the General Counsel. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address on file with the Company. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

Construction. This Agreement and the Notice of Grant evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall apply. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the PRU.

Governing Law and Venue. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of Delaware, or the federal courts for the United States District Court for the District of Delaware, and no other courts, where this grant is made and/or to be performed.

Excess Shares. If the Shares covered by this Agreement exceed, as of the date the PRU is granted, the number of shares of Common Stock which may without stockholder approval be issued under the Plan, then the Award shall be void with respect to those excess Shares, unless stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock issuable under the Plan is obtained in accordance with the provisions of the Plan.

Employment At-Will. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in the employment of the Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's service with the Company at any time for any reason, with or without cause.

Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan, PRUs granted under the Plan or future PRUs that may be granted under the Plan (including, without limitation, disclosures that may be required by the Securities

and Exchange Commission) by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Appendices. Notwithstanding any provisions in this Agreement, this Award shall be subject to the terms and conditions set forth in any appendices to this Agreement. Moreover, if the Participant relocates between the countries included in Appendix C, the country-specific terms for the new country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Any appendices constitute part of this Agreement.

Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Award Subject to Company Clawback or Recoupment. For the avoidance of doubt, the Participant shall be subject to compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, including without limitation the Company's Compensation Recovery Policy. Notwithstanding anything to the contrary herein, (i) compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, shall be a pre-condition to earning, or vesting in respect of, any PRUs and (ii) any PRUs, which are subject to the Company's Compensation Recovery Policy will not be earned or vested, even if already granted, paid or settled, until the Company's Compensation Recovery Policy ceases to apply to such Awards and any other vesting conditions applicable to such Awards are satisfied.

ACCEPTANCE OF THE AGREEMENT

If the Participant does not agree to the terms and conditions on which this Agreement is offered, then the Participant must reject this Award via the website of the Company's designated broker, Morgan Stanley, no later than thirty (30) days following the Award Date. The Participant may also contact the Company at sadminmailbox@gendigital.com for alternate instructions. The Participant's failure to reject this Award, a non-rejection, will constitute the Participant's acceptance of this Award including all the terms and conditions, appendices hereto, and the Plan.

APPENDIX A

DEFINITIONS

The following definitions shall be in effect under the Agreement:

1.**Agreement** shall mean this Performance Based Restricted Stock Unit Award Agreement (including any additional terms set forth on any appendices attached thereto).

2. **Award** shall mean the award of the PRUs listed on the Notice of Grant and made to the Participant pursuant to the terms of this Agreement.

3. **Award Date** shall mean the date the PRUs are granted to Participant pursuant to the Agreement and shall be the date indicated in the Notice of Grant.

4. **Code** shall mean the Internal Revenue Code of 1986, as amended.

5. **Committee** shall mean the Compensation and Leadership Development Committee of the Company Board of Directors.

6. **Corporate Transaction** shall mean

dissolution or liquidation of the Company,

ı merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the Awards granted under the Plan are assumed, converted or replaced by the successor corporation, which assumption will be binding on all Participants),

merger in which the Company is the surviving corporation but after which the stockholders of the Company (other than any stockholder which merges (or which owns or controls another corporation which merges) with the Company in such merger) cease to own their shares or other equity interests in the Company,

e sale of substantially all of the assets of the Company, or

ny other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company from or by the stockholders of the Company).

ommon Stock shall mean shares of the Company's common stock, par value $0.01 per share.

otice of Grant shall mean such notice as provided by the Stock Administration Department of the Company, or such other applicable department of the Company, providing Participant with notice of the issuance of a PRU award pursuant to the Plan and terms of this Agreement.

articipant shall mean the person named in the Notice of Grant relating to the PRUs covered by this Agreement.

Plan shall mean the Company's Gen Digital Equity Incentive Plan, as the same may be amended from time to time.

APPENDIX B

PERFORMANCE SCHEDULE

The number of PRUs that will be earned shall be based on the metrics set forth below. Terms not otherwise defined in Appendix A or B shall have the meaning ascribed to them in the Plan.

1. Grant of Performance Based Restricted Stock Units.

Subject to the terms and conditions of the Agreement, the Notice of Grant and the Plan, the Company hereby grants to the Participant a number of PRUs set forth in the Notice of Grant (the "**PRU Grant**"), subject to vesting terms as set forth in the Notice of Grant and below.

2. Performance Metrics. [1]

3. Committee Certification and Vesting of PRUs.

As soon as practicable following the completion of [2], the Committee shall determine and certify in writing the [3]. Notwithstanding the foregoing, if pursuant to Section 5 below, the PRUs cease to be subject to the Performance Levels, certification by the Committee shall no longer be required for the PRUs to become vested pursuant to Section 5. The Committee's determination of the number of earned and vested PRUs shall be binding on the Participant.

The earned PRUs will vest on the day following the last day of the Performance Period, subject to (i) Committee certification as set forth above and (ii) the Participant's continued employment through the day following the last day of the Performance Period, except as provided in Sections 5 and 6 below.

4. Timing of Settlement.

Subject to Section 5 and 6 below, the following settlement provisions shall apply.

The PRUs, to the extent vested, shall be settled as soon as reasonably practicable following the end of the Performance Period.

5. Change of Control.

In the event of a Corporate Transaction constituting a Change of Control, where the Participant's PRUs are assumed or substituted as provided for in Section 19.1 of the Plan, the Participant's PRUs will, to the extent applicable, be subject to the acceleration provisions of Section 1 of the Executive Retention Plan (as well as all other provisions of such plan, including Section 3 thereof), provided that if a qualifying termination under the Executive Retention Plan occurs prior to or during the Current FY, the applicable Performance Percentage shall in all cases be 100%, notwithstanding any other higher performance then-predicted or expected. For the avoidance of the doubt, the foregoing acceleration provisions assume a qualifying termination following such Change of Control as set forth in Section 1 of the Executive Retention Plan.

In the event of a Corporate Transaction constituting a Change of Control, where the successor corporation fails to assume the Participant's PRUs or substitute an equivalent award such that Section 19.1 of the

[1] Insert vesting terms.

[2] Insert applicable performance period.

[3] Insert description of level of achievement.

Plan applies and the Award expires, the PRUs will accelerate and become immediately payable .

6. Death, Disability and Involuntary Termination.

If the Participant's employment with the Company (or any majority or greater owned subsidiary) terminates for any reason other than death or Disability prior to the end of the Current FY, the PRUs shall be immediately cancelled without consideration.

If a Participant's employment with the Company (or any majority or greater owned subsidiary) terminates by reason of an Involuntary Termination other than for Cause during the Performance Period but after the

end of the Current FY, and provided that the Participant returns and makes effective a general release of claims in favor of the Company (and any majority or greater owned subsidiary) within 60 days following such termination of employment, then [4].

If, at any point while the award is outstanding, the Participant's employment with the Company terminates by reason of death or Disability, the award shall vest as of immediately prior to such termination [assuming a target level of achievement].

For purposes of service, transfer of employment between the Company and any Subsidiary or Affiliate shall not constitute a Termination of Service. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of the Plan.

[7. Section 409A of the Code

Notwithstanding the other provisions hereof, this Performance Based Restricted Stock Unit Agreement is intended to comply with the requirements of Section 409A of the Code, to the extent applicable, and this Performance Based Restricted Stock Unit Agreement shall be interpreted to avoid any penalty sanctions under Section 409A of the Code. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code and, if necessary, any such provision shall be deemed amended to comply with Section 409A of the Code and regulations thereunder. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. Any amount payable under this Agreement that constitutes deferred compensation subject to Section 409A of the Code shall be paid at the time provided under this Agreement or such other time as permitted under Section 409A of the Code. No interest will be payable with respect to any amount paid within a time period permitted by, or delayed because of, Section 409A of the Code. All payments to be made upon a termination of employment under this Agreement that are deferred compensation may only be made upon a "separation from service" under Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment. In no event may Participant directly or indirectly, designate the calendar year of payment **[and in the event of a qualifying termination of employment, if the release period crosses two calendar years, any severance payments, which are deferred compensation, shall be paid in the calendar year following the year in which the termination occurs.**] In addition, if the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any units that otherwise would have been settled during the first six months following the Participant's separation from service will instead be settled during the seventh month following the Participant's separation from service, unless the settlement of those units is exempt from Section 409A of the Code.

[4] Insert vesting terms.

Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest, income inclusion or other penalty that may be imposed on a Participant by Section 409A of the Code or for damages for failing to comply with Section 409A of the Code unless such failure is a result of the Company's breach of this Plan or the Performance Based Restricted Stock Unit Agreement.]

8. <u>Definitions</u>

(a). **<u>Cause</u>** shall mean the dismissal or discharge of a Participant from employment for one or more of the following reasons or actions: (i) failure to perform, to the reasonable satisfaction of the Company, the Participant's duties and/or responsibilities, as assigned or delegated by the Company; (ii) commission of a felony or crime of moral turpitude, including but not limited to embezzlement or fraud; (iii) material breach of the terms of the Participant's employment agreement, confidentiality and intellectual property agreement or any other agreement by and between the Participant and the Company; (iv) commission of

any act of dishonesty, misconduct or fraud in any way impacting the Company, its clients, or its affiliates; (v) any misconduct which brings the Company into disrepute, including conduct that injures or impairs the Company's business prospects, reputation or standing in the community; or (vi) violation of Company policies, including, without limitation, any violation of the Company's Code of Conduct and Global Workforce Inclusion Policies; provided, however, that the Company shall allow Participant a reasonable opportunity (but not in excess of 10 calendar days) to cure, to the reasonable satisfaction of the Company, any act or omission applicable to part (i), (iii), or (vi) above, if curable in the Company's determination; provided, further, that it is understood that willful or grossly negligent acts or omissions will not be curable.

(b). **Change of Control** shall have the meaning ascribed to it in the Executive Retention Plan; ***provided, however***, that, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would vest or become payable by reason of a Change in Control, such amount shall vest or become payable only if the event constituting a Change in Control would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Section 409A of the Code, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

(c). **Executive Retention Plan** shall mean the Gen Executive Retention Plan as in effect on the date of this Agreement and as hereafter amended from time to time.

(d). **Proration Factor** shall mean a quotient, the numerator of which is the number of calendar months rounded up to the next whole month) the Participant was in the employ of the Company (or any majority or greater owned subsidiary) during the period commencing with the start of the three-year Performance Period and ending with his or her termination date, and the denominator of which is thirty-six (36) months.

5 Insert any additional definitions.

APPENDIX C
ADDITIONAL PROVISIONS FOR PARTICIPANTS LOCATED OUTSIDE OF THE UNITED STATES

1. Nature of the Grant. In accepting this Agreement, the Participant acknowledges, understands and agrees that:

a. the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement;

b. the Plan is operated and the PRUs are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Subsidiary or Affiliate of the Company (including, but not limited to, the Employer);

c. no Subsidiary or Affiliate of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement;

d. the grant of PRUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of PRUs, or benefits in lieu of PRUs even if PRUs have been awarded in the past;

e. all decisions with respect to future grants of PRUs, if any, will be at the sole discretion of the Company;

f. the Participant's participation in the Plan is voluntary;

g. the PRUs and the Shares subject to the PRUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

h. the Participant's participation in the Plan will not create or amend a right to further employment with the Company or, if different, the Participant's actual employer (the "Employer") and shall not interfere with the ability of the Employer to terminate Participant's service at any time with or without cause;

i. PRUs are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or to the Employer, and PRUs are outside the scope of the Participant's employment contract, if any;

j. PRUs and the Shares subject to the PRUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

k. unless otherwise agreed with the Company, the PRUs and the Shares subject to the PRUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate;

l. in the event that Participant is not an employee of the Company, the grant of PRUs will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the grant of PRUs will not be interpreted to form an employment contract with the Employer or any Subsidiary or Affiliate of the Company;

m. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

n. if the Participant receives Shares upon vesting, the value of such Shares acquired on vesting of PRUs may increase or decrease;

o. no claim or entitlement to compensation or damages shall arise from forfeiture of the PRUs resulting from the Participant's Termination (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), or from the application of any clawback or recoupment policy adopted by the Company or imposed by applicable law, and in consideration of this Award to which the Participant is otherwise not entitled, the Participant agrees not to institute any claim against the Company, or any Parent, Subsidiaries or Affiliates or the Employer;

p. neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the PRUs or of any amounts due to the Participant pursuant to the settlement of the PRUs or the subsequent sale of any Shares acquired upon settlement;

q. the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan; and

r. the Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

2. Language. The Participant acknowledges and agrees that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to enable him or her to understand the terms and conditions of this Agreement. Further, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

3. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country in which the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and the Participant's country, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., PRUs) or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company, as defined by the laws or regulations in the applicable jurisdictions.

Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. The insider trading and/or market abuse laws may be different from any Company Insider Trading Policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter.

4. Foreign Asset/Account and Exchange Control Reporting. The Participant's country may have certain exchange controls and foreign asset and/or account reporting requirements which may affect his or her ability to purchase or hold Shares under the Plan or receive cash from his or her participation in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Further, the Participant may be required to repatriate Shares or proceeds acquired as a result of participating in the Plan to his or her country through a designated bank/broker and/or within a certain time. The Participant acknowledges and agrees that it is his or her responsibility to be compliant with such regulations and understands that the Participant should speak with his or her personal legal advisor for any details regarding any foreign asset/account reporting or exchange control reporting requirements in the Participant's country arising out of his or her participation in the Plan.

AVAST LIMITED
LONG TERM INCENTIVE PLAN
RESTRICTED STOCK UNIT GRANT NOTICE

Pursuant to the terms and conditions of the Avast Limited Long Term Incentive Plan (as amended from time to time, the "Plan"), Gen Digital Inc., a Delaware corporation (the "Company"), hereby grants to the individual listed below ("Participant") the number of restricted stock units (the "RSUs") set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Award Agreement (the "Agreement"), which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Participant: _____[1]_____
Number of RSUs: _____[1]_____
Award Date: _____[1]_____
Award Number: _____[1]_____

Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Grant Notice or the Agreement. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Notwithstanding any provision of this Grant Notice or the Agreement, if Participant has not rejected this Grant Notice (as provided in the Agreement) within thirty (30) days following the Grant Date set forth above, Participant will be deemed to have accepted this Award, subject to all of the terms and conditions of this Grant Notice, the Agreement and the Plan.

[1] Refer to separate Notice of Grant of Award

AVAST LIMITED
LONG TERM INCENTIVE PLAN
RSU AWARD AGREEMENT
RECITALS

A. The Board has adopted the Avast Limited Long Term Incentive Plan (as amended from time to time , the "Plan") for the purpose of providing incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of Gen Digital Inc. (the "Company") and the members of the Group Company (for the avoidance of doubt, all references to the Company under the Plan shall mean Gen Digital Inc.).

B. The Participant is to render valuable services to the Company and/or any member of the Group Company, and this RSU Award Agreement (including any additional terms set forth on any appendices attached hereto, this "Agreement") is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of rights in respect of the shares of the Company's common stock, par value $0.01 per share (the "Common Stock") in the form of Restricted Stock Units (each an "RSU").

C. All capitalized terms in this Agreement shall have the meaning assigned to them herein. All undefined terms shall have the meaning assigned to them in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Grant of Restricted Stock Units**. The Company hereby awards to the Participant RSUs under the Plan. Each RSU represents the right to receive one share of the Company's Common Stock on the vesting date of that RSU, subject to the provisions of this Agreement and the Plan. The number of Shares subject to this Award, the applicable vesting schedule for the RSUs and the Shares, the dates on which those Vested Shares shall be issued to the Participant and the remaining terms and conditions governing this Award shall be as set forth in this Agreement.

2. **Grant Acceptance; Acknowledgement**. The Company and the Participant agree that the RSUs are granted under and governed by the Grant Notice (as defined below), this Agreement and the provisions of the Plan. The Participant: (a) acknowledges receipt of a copy of the Plan prospectus, (b) represents that the Participant has carefully read and is familiar with the provisions thereof, and (c) hereby accepts the RSUs subject to all of the terms and conditions of this Agreement set forth herein, in the Plan and in the Grant Notice. If the Participant does not wish to receive the RSUs and/or does not consent and agree to the terms and conditions on which the RSUs are offered, as set forth in this Agreement (including any appendices hereto) and the Plan, then the Participant must reject this Award via the website of the Company's designated broker, no later than thirty (30) days following the Award Date (as defined below) set forth in the Grant Notice. If the Participant rejects this Award, this Award will immediately be forfeited and cancelled for no consideration. The Participant's failure to reject this Award within this thirty (30) day period will constitute the Participant's acceptance of this Award and all terms and conditions of this Award, as set forth in this Agreement and the Plan.

AWARD SUMMARY

Award Date and Number of Shares Subject to Award:	The Award Date shall mean the date the RSUs are granted to the Participant pursuant to this Agreement (the "Award Date") and shall be the date indicated in the notice as provided by the Stock Administration Department of the Company, or such other applicable department of the Company, providing the Participant with notice of the issuance of an RSU award pursuant to the Plan and terms of this Agreement (the "Grant Notice").
Vesting Schedule:	The RSUs shall vest pursuant to the schedule set forth in the Grant Notice (the "Vesting Schedule"). The RSUs allocated to each applicable vesting date shall vest on that date only if the Participant's services have not been terminated as of such date, and no additional RSUs shall Vest following the Participant's date of a Termination of Service (as defined below) (the "Termination Date"). If the Participant's Termination of Service is by reason of death or Disability, the award shall vest in full as of immediately prior to such Termination Date. The Participant acknowledges and agrees that the Vesting Schedule may change prospectively in the event that the Participant's service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards.
Issuance Schedule:	The Shares in which the Participant vests in accordance with the foregoing Vesting Schedule shall be issuable as set forth in Section 6. However, the actual number of Shares to be issued will be subject to the provisions of Section 7 pursuant to which the applicable withholding taxes are to be collected.

3. **Limited Transferability**. This Award, and any interest therein, shall not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner by the Participant, other than by will or by the laws of descent and distribution, unless otherwise determined by the Committee or its delegate(s) in accordance with the terms of the Plan on a case-by-case basis.

4. **Cessation of Service**. Subject to the provisions of the Vesting Schedule set forth above, if the Participant's service as an employee, director, consultant, independent contractor or advisor to the Company or a member of the Group Company is terminated for any or no reason (whether or not in breach of local labor laws) (a "Termination of Service") any unvested RSUs will be immediately thereafter cancelled and forfeited for no consideration, the Participant shall cease to have any right or entitlement to receive any Shares under those cancelled and forfeited RSUs and the Participant's right to receive Shares pursuant to the RSUs and Vest in such RSUs under the Plan will terminate effective as of the Participant's Termination Date; in no event will the Participant's service be extended by any notice period mandated under local law (*e.g.*, active service would not include a period of "garden leave" or similar period pursuant to local law). For purposes of this Award, a transfer of employment between the Company and any member of the Group Company shall not constitute a Termination of Service. The

Committee shall have the sole discretion to determine when the Participant is no longer actively providing service for purposes of the Plan and the Participant's Termination Date.

5. **Adjustment in Shares**. The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. Should any change be made to the Company's shares of Common Stock by reason of any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or if there is a change in the corporate structure, then appropriate adjustments shall be made to the total number and/or class of securities and any Dividend Equivalent Rights (as defined below) issuable pursuant to this Award in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder in accordance with Section 14 of the Plan.

6. **Issuance of Shares of the Company's Common Stock**.

a. As soon as practicable following the applicable vesting date of any portion of the RSU (including the date (if any) on which vesting of any portion of this RSU accelerates), the Company shall issue to or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying Shares that so vested, subject, however, to the provisions of Section 7 pursuant to which the applicable Tax-Related Items (as defined below) are to be collected. In no event shall the date of settlement (meaning the date that Shares are issued) be later than thirty (30) days after the vesting date occurs. The value of Shares shall not bear any interest owing to the passage of time.

b. If the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any shares of Common Stock that otherwise would have been settled during the first six (6) months following the Participant's separation from service will instead be settled during the seventh (7th) month following the Participant's separation from service, unless the settlement of those shares of Common Stock are exempt from Section 409A of the Code.

c. In no event shall fractional Shares be issued.

d. Except as set forth in clause (e) below, the holder of this Award shall not have any stockholder rights, including voting rights, with respect to the Shares subject to the RSUs until the Participant becomes the record holder of those Shares following their actual issuance and after the satisfaction of the Tax-Related Items (as defined below).

e. As of any date that the Company pays an ordinary cash dividend on its shares of Common Stock, the Company shall credit the Participant with a dollar amount equal to (i) the per share cash dividend paid by the Company on its shares of Common Stock on such date, multiplied by (ii) the total number of RSUs (with such total number adjusted pursuant to Section 6 of this Agreement, and Section 4.1 of the Plan) subject to this Award that are outstanding immediately prior to the record date for that dividend (a "Dividend Equivalent Right"). Any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 6(e) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original RSUs to which they relate; provided, however, that the amount of any vested Dividend Equivalent Rights shall be paid in cash. No crediting of Dividend Equivalent Rights shall be made pursuant to this Section 6(e) with respect to any RSUs which, immediately prior to the record date for that dividend, have either been paid pursuant to this Section 6 or terminated pursuant to Section 4.

a. 7. **Tax-Obligations. Participant's Ultimate Tax Liability**. Regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed applicable to the Participant ("***Tax-Related Items***"), is and remains the Participant's

responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer.

b. **No Representations Regarding Tax Treatment**. The Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the vesting or settlement of the RSUs, accrual or payment of Dividend Equivalent Rights, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends.

c. **No Obligation to Minimize Taxes**. The Company and/or the Employer do not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

d. **Multiple Jurisdiction Tax Withholding**. If the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

e. **Tax Withholding Arrangements; Share Withholding**. In connection with any relevant tax or tax withholding event, as applicable, the Participant shall make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company, the Employer, or their respective agents, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the RSU.

f. **Alternative Methods of Tax Withholding**. If withholding Shares is problematic under applicable law or has materially adverse accounting consequences, the Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

    (i) withholding from the Participant's wages or other cash compensation;

    (ii) withholding from the proceeds for the sale of Shares underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or

    (iii) any other method of withholding deemed acceptable by the Committee; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable.

g. **Section 16 Officer**. If the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding prior to the Tax-Related Items withholding event.

h. **Withholding Rates; Over- and Under-Withholding**. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may need to seek a refund from the

local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

i. **Deemed Issuance for Share Withholding**. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

j. **Failure to Satisfy Tax Obligations**. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

8. **Compliance with Laws and Regulations**.
a. The issuance of Shares pursuant to the RSU shall be subject to compliance by the Company and the Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange (or an established market, if applicable) on which the Company's Common Stock may be listed for trading at the time of such issuance.
b. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance of any Company's Common Stock hereby shall relieve the Company of any liability with respect to the non-issuance of the Company's Common Stock as to which such approval shall not have been obtained.
9. **Successors and Assigns**. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and the Participant, the Participant's assigns, the legal representatives, heirs and legatees of the Participant's estate and any beneficiaries designated by the Participant (subject to the restrictions on transfer as set forth in this Agreement and the Plan).
10. **Notices**. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices with attention to the General Counsel. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address on file with the Company. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.
11. **Construction**. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall apply. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the RSU.
12. **Governing Law and Venue**. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that state's conflict-of-laws rules. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of Delaware, or the federal courts for the United States District Court for the District of Delaware, and no other courts, where this grant is made and/or to be performed.
13. **Excess Shares**. If the Shares covered by this Agreement exceed, as of the date the RSU is granted, the number of Shares which may without stockholder approval be issued under the Plan, then the Award shall be void with respect to those excess Shares, unless stockholder approval of an amendment sufficiently

increasing the number of Shares issuable under the Plan is obtained in accordance with the provisions of the Plan.

14. **Employment at Will**. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue in the employment or service of the Company or the Employer for any period of specific duration, or be interpreted as forming or amending an employment or service contract with the Company or the Employer, or interfere with or otherwise restrict in any way the rights of the Company or the Employer or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's service with the Company or the Employer at any time for any reason, with or without cause.

15. **Entire Agreement**. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof; provided¸ however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company or any member of the Group Company in effect as of the date a determination is to be made under this Agreement.

16. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan, RSUs granted under the Plan or future RSUs that may be granted under the Plan (including, without limitation, disclosures that may be required by the Securities and Exchange Commission) by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. **Appendices**. Notwithstanding any provisions in this Agreement, this Award shall be subject to the terms and conditions set forth in any appendices to this Agreement. Moreover, if the Participant relocates between countries included in the appendices, the country-specific terms for the new country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Any appendices constitute part of this Agreement.

19. **Waiver**. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

20. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. **Award Subject to Company Clawback or Recoupment**. For the avoidance of doubt, the Participant shall be subject to compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, including without limitation the Company's Compensation Recovery Policy. Notwithstanding anything to the contrary herein, (i) compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, shall be a pre-condition to earning, or vesting in respect of, any RSUs and (ii) any RSUs, which are subject to the Company's Compensation Recovery Policy will not be earned or vested, even if already granted, paid or settled, until the Company's Compensation Recovery Policy ceases to apply to such Awards and any other vesting conditions applicable to such Awards are satisfied.

ACCEPTANCE OF THE AGREEMENT

If the Participant does not agree to the terms and conditions on which this Agreement is offered, then the Participant must reject this Award via the website of the Company's designated broker, Morgan Stanley, no later than thirty (30) days following the Award Date. The Participant may also contact the Company at sadminmailbox@gendigital.com for alternate instructions. The Participant's failure to reject this Award, a non-rejection, will constitute the Participant's acceptance of this Award including all the terms and conditions, appendices hereto, and the Plan.

APPENDIX A
ADDITIONAL PROVISIONS FOR PARTICIPANTS LOCATED OUTSIDE OF THE UNITED STATES

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement or the Plan.

Nature of the Grant. In accepting the RSUs, the Participant acknowledges, understands and agrees that:

the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement;

grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded in the past;

decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

Participant's participation in the Plan is voluntary;

RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

less otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate;

future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
ıe Participant receives Shares upon vesting, the value of such Shares acquired on vesting of RSUs may increase or decrease;

claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the Participant's Termination (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of this Award to which the Participant is otherwise not entitled, the Participant agrees not to institute any claim against the Company, or any Parent, Subsidiaries or Affiliates or the Employer;

ither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may

affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement;

Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan; and

e Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

anguage. The Participant acknowledges and agrees that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to enable him or her to understand the terms and conditions of this Agreement. Further, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

nsider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country in which the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and the Participant's country, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (*e.g.*, RSUs) or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company, as defined by the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. The insider trading and/or market abuse laws may be different from any Company Insider Trading Policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter.

oreign Asset/Account and Exchange Control Reporting. The Participant's country may have certain exchange controls and foreign asset and/or account reporting requirements which may affect his or her ability to purchase or hold Shares under the Plan or receive cash from his or her participation in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Further, the Participant may be required to repatriate Shares or proceeds acquired as a result of participating in the Plan to his or her country through a designated bank/broker and/or within a certain time. The Participant acknowledges and agrees that it is his or her responsibility to be compliant with such regulations and understands that the Participant should speak with his or her personal legal advisor for any details regarding any foreign asset/account reporting or exchange control reporting requirements in the Participant's country arising out of his or her participation in the Plan.

AVAST LIMITED

PERFORMANCE STOCK UNIT NOTICE OF GRANT OF AWARD

Effective _____ and pursuant to the terms and conditions of Avast Limited Long Term Incentive Plan (as amended from time to time, the "**Plan**"), Gen Digital Inc., a Delaware corporation, hereby grants to the individual listed below ("**Participant**") the performance stock units (the "**PSUs**") set forth below. This award of the PSUs is subject to the terms and conditions set forth herein and in the Performance Stock Unit Award Agreement (the "Agreement"), which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Participant:	_____		
Award Date:	_____		
Type of PSU ([ ]):	_____		
Total Number of PSUs:	_____		
Current Total Value of Award:	$_____		
Performance Period:	Begins on:	Ends on:	
Vesting Schedule:	Vesting Period:	Shares:	Final Measurement Date:
	_____	_____	_____

Applicable Performance FY: Shall mean the Company's fiscal year ending .

Current FY: Shall mean the Company's current fiscal year ending .

Participant agrees to be bound by the terms of this Notice of Grant of Award (the "**Notice of Grant**"), the Plan and the Agreement. Participant has reviewed the Plan, this Notice of Grant and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice of Grant and fully understands all provisions of the Plan, this Notice of Grant and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Notice of Grant or the Agreement. This Notice of Grant may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Notwithstanding any provision of this Notice of Grant or the Agreement, if Participant has not rejected this Notice of Grant (as provided in the Agreement) within thirty (30) days following the Notice of Grant set forth above, Participant will be deemed to have accepted this Award, subject to all of the terms and conditions of this Notice of Grant, the Agreement and the Plan.

AVAST LIMITED
LONG TERM INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT

RECITALS

The Board has adopted the Avast Limited Long Term Incentive Plan (as amended from time to time, the "**Plan**") for the purpose of providing incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of Gen Digital Inc. (the "**Company**") and the members of the Group Company (for the avoidance of doubt, all references to the Company under the Plan shall mean Gen Digital Inc.).

The Participant is to render valuable services to the Company and/or any member of the Group Company, and this Performance Stock Unit Award Agreement (including any additional terms set forth on any appendices attached hereto, this "Agreement") is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of rights in respect of shares of the Company's common stock, par value $0.01 per share (the "**Common Stock**") in the form of Performance Stock Units (each, a "**PSU**").

All capitalized terms in this Agreement shall have the meaning assigned to them in the Notice of Grant, appendices attached hereto, and the Agreement herein. All undefined terms shall have the meaning assigned to them in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

Grant of Performance Stock Units. The Company hereby awards to the Participant PSUs as set forth in the Notice of Grant and under the terms and conditions of the Plan. Each PSU represents the right to receive one share of Common Stock on vesting based on achievement of the performance objectives set forth in the Notice of Grant and the appendices attached hereto, subject to the provisions of this Agreement and the Plan. The number of Shares subject to this Award, the applicable vesting schedule for the PSUs, the dates on which those Vested Shares shall be issued to the Participant and the remaining terms and conditions governing this Award shall be as set forth in this Agreement.

Grant Acceptance; **Acknowledgement**. The Company and the Participant agree that the PSUs are granted under and governed by the Grant Notice (as defined below), this Agreement and the provisions of the Plan. The Participant: (a) acknowledges receipt of a copy of the Plan prospectus, (b) represents that the Participant has carefully read and is familiar with the provisions thereof, and (c) hereby accepts the PSUs subject to all of the terms and conditions of this Agreement set forth herein, in the Plan and in the Grant Notice. If the Participant does not wish to receive the PSUs and/or does not consent and agree to the terms and conditions on which the PSUs are offered, as set forth in this Agreement (including any appendices hereto) and the Plan, then the Participant must reject this Award via the website of the Company's designated broker, no later than thirty (30) days following the Award Date (as defined below) set forth in the Grant Notice. If the Participant rejects this Award, this Award will immediately be forfeited and cancelled for no consideration. The Participant's failure to reject this Award within this thirty (30) day period will constitute the Participant's acceptance of this Award and all terms and conditions of this Award, as set forth in this Agreement and the Plan.

AWARD SUMMARY

Award Date and Number of Shares Subject to Award:	As set forth in the Notice of Grant attached hereto.
Vesting Schedule:	The PSUs shall vest pursuant to the schedule set forth on Appendix A hereto and the Notice of Grant. Subject to the provisions of Appendix A hereto, the PSUs shall Vest on each applicable vesting date only if the Participant's services have not been terminated as of such date, and no additional Shares shall Vest following the Participant's date of a Termination of Service (as defined below) (the "**Termination Date**").
Issuance Schedule	The Shares in which the Participant Vests shall be issuable as set forth in Section 6. However, the actual number of Vested Shares to be issued will be subject to the provisions of Section 7 (pursuant to which the applicable withholding taxes are to be collected) and Appendix A.

imited Transferability. This Award, and any interest therein, shall not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner by the Participant, other than by will or by the laws of descent and distribution unless otherwise determined by the Committee or its delegate(s) in accordance with the terms of the Plan on a case-by-case basis.

Cessation of Service. Subject to the provisions of Appendix A hereto, should the Participant's service as an employee, director, consultant, independent contractor or advisor to the Company or a member of the Group Company be terminated for any or no reason (whether or not in breach of local labor laws) (a "**Termination of Service**"), any unvested PSUs will be immediately thereafter cancelled **[and forfeited for no consideration]**, the Participant shall cease to have any right or entitlement to receive any Shares under those cancelled and forfeited PSUs and the Participant's right to receive PSUs and Vest under the Plan in respect thereof, if any, will terminate effective as of the Participant's Termination Date. For purposes of service, transfer of employment between the Company and any member of the Group Company shall not constitute Termination of Service. The Committee shall have the sole discretion to determine when the Participant a Termination of Services has occurred for purposes of the Plan and the Participant's Termination Date.

djustment in Shares. The Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. Should any change be made to the shares of Common Stock by reason of any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, or if there is a change in the corporate structure, then appropriate adjustments shall be made to the total number and/or class of securities issuable pursuant to this Award in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder in accordance with Section 14 of the Plan.

suance of Shares of Common Stock.

a. As soon as practicable following the applicable vesting date of any portion of the PSU (including the date (if any) on which vesting of any portion of this PSU accelerates), the Company shall issue to, or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock that so vested, subject, however, to the provisions of Section 7 pursuant to which the applicable withholding taxes are to be collected. In no event shall the date of settlement (meaning the date that shares of Common Stock are issued) be later than two and one half (2½) months after the later of (i) the end of the Company's fiscal year in which the applicable vesting date

occurs or (ii) the end of the calendar year in which the applicable vesting date occurs. The value of Shares will not bear any interest owing to the passage of time.

b. If the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service," as defined in those regulations, then any shares of Common Stock that otherwise would have been settled during the first six (6) months following the Participant's separation from service will instead be settled during the seventh (7th) month following the Participant's separation from service or (ii) the date of the Participant's death following the Participant's separation from service, unless the settlement of those shares of Common Stock are exempt from Section 409A of the Code.

c. In no event shall fractional Shares be issued.

d. The holder of this Award shall not have any stockholder rights, including voting rights, with respect to the Shares subject to the PSUs until the Award holder becomes the record holder of those Shares following their actual issuance and after the satisfaction of the Tax-Related Items (as defined below).

7. Tax-Related Items.

a. **Participant's Ultimate Tax Liability**. Regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed applicable to the Participant ("***Tax-Related Items***"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer.

b. **No Representations Regarding Tax Treatment**. The Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the vesting or settlement of the PSUs, accrual or payment of Dividend Equivalent Rights, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends.

c. **No Obligation to Minimize Taxes**. The Company and/or the Employer do not commit to structure the terms of the Award or any aspect of the PSUs to reduce or eliminate the Participant's liability for Tax-Related Items.

d. **Multiple Jurisdiction Tax Withholding**. If the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

e. **Tax Withholding Arrangements; Share Withholding**. In connection with any relevant tax or tax withholding event, as applicable, the Participant shall make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company, the Employer, or their respective agents, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the PSU.

f. **Alternative Methods of Tax Withholding**. If withholding Shares is problematic under applicable law or has materially adverse accounting consequences, the Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy any

applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Participant's wages or other cash compensation;

(ii) withholding from the proceeds for the sale of Shares underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or

(iii) any other method of withholding deemed acceptable by the Committee; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable.

g. **Section 16 Officer**. If the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding prior to the Tax-Related Items withholding event.

h. **Withholding Rates; Over- and Under-Withholding**. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may need to seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

i. **Deemed Issuance for Share Withholding**. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested PSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

j. **Failure to Satisfy Tax Obligations**. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

'**ompliance with Laws and Regulations**.

a. The issuance of shares of Common Stock pursuant to the PSU shall be subject to compliance by the Company and the Participant with all applicable requirements of law relating thereto, and with all applicable regulations of any stock exchange (or an established market, if applicable) on which the Common Stock may be listed for trading at the time of such issuance.

b. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance of any shares of Common Stock hereby shall relieve the Company of any liability with respect to the non-issuance of the shares of Common Stock as to which such approval shall not have been obtained. The Company, however, shall use its best efforts to obtain all such approvals.

uccessors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and the Participant, the Participant's assigns, the legal representatives, heirs and legatees of the

Participant's estate and any beneficiaries designated by the Participant (subject to the restrictions on transfer as set forth in this Agreement and the Plan).

Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices with attention to the General Counsel. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address on file with the Company. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

Construction. This Agreement and the Notice of Grant evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall apply. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the PSU.

Governing Law and Venue. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that state's conflict-of-laws rules. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to, and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of Delaware, or the federal courts for the United States District Court for the District of Delaware, and no other courts, where this grant is made and/or to be performed.

Excess Shares. If the Shares covered by this Agreement exceed, as of the date the PSU is granted, the number of shares of Common Stock which may without stockholder approval be issued under the Plan, then the Award shall be void with respect to those excess Shares, unless stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock issuable under the Plan is obtained in accordance with the provisions of the Plan.

Employment At-Will. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue in the employment of the Company or any member of the Group Company for any period of specific duration, or be interpreted as forming or amending an employment or service contract with the Company or any member of the Group Company or interfere with or otherwise restrict in any way the rights of the Company (or any member of the Group Company retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's service with the Company at any time for any reason, with or without cause.

Entire Agreement. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof; provided, however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company or any member of the Group Company in effect as of the date a determination is to be made under this Agreement.

Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan, PSUs granted under the Plan or future PSUs that may be granted under the Plan (including, without limitation, disclosures that may be required by the Securities and Exchange Commission) by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Appendices. Notwithstanding any provisions in this Agreement, this Award shall be subject to the terms and conditions set forth in any appendices to this Agreement. Moreover, if the Participant relocates between countries included in the appendices, the country-specific terms for the new country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Any appendices constitute part of this Agreement.

Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Award Subject to Company Clawback or Recoupment. For the avoidance of doubt, the Participant shall be subject to compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, including without limitation the Company's Compensation Recovery Policy. Notwithstanding anything to the contrary herein, (i) compliance with applicable law, the Company's Code of Conduct, and the Company's corporate policies, as applicable, shall be a pre-condition to earning, or vesting in respect of, any PSUs and (ii) any PSUs, which are subject to the Company's Compensation Recovery Policy will not be earned or vested, even if already granted, paid or settled, until the Company's Compensation Recovery Policy ceases to apply to such Awards and any other vesting conditions applicable to such Awards are satisfied.

ACCEPTANCE OF THE AGREEMENT

If the Participant does not agree to the terms and conditions on which this Agreement is offered, then the Participant must reject this Award via the website of the Company's designated broker, Morgan Stanley, no later than thirty (30) days following the Award Date. The Participant may also contact the Company at sadminmailbox@gendigital.com for alternate instructions. The Participant's failure to reject this Award, a non-rejection, will constitute the Participant's acceptance of this Award including all the terms and conditions, appendices hereto, and the Plan.

APPENDIX A

PERFORMANCE SCHEDULE

The number of PSUs that will be earned shall be based on the metrics set forth below. Terms not otherwise defined in this Appendix A shall have the meaning ascribed to them in the Plan.

1. Grant of Performance Stock Units.

Subject to the terms and conditions of the Agreement, the Notice of Grant and the Plan, the Company hereby grants to the Participant a number of PSUs set forth in the Notice of Grant (the "**PSU Grant**"), subject to vesting terms as set forth in the Notice of Grant and below.

2. Performance Metrics.[1]

3. Committee Certification and Vesting of PSUs.

As soon as practicable following the completion of [2], the Committee shall determine and certify in writing the [3]. Notwithstanding the foregoing, if pursuant to Section 5 below, the PSUs cease to be subject to the applicable Performance Levels, certification by the Committee shall no longer be required for the PSUs to become vested pursuant to Section 5. The Committee's determination of the number of earned and vested PSUs shall be binding on the Participant.

The earned PSUs will vest on the day following the last day of the Performance Period, subject to (a) Committee certification as set forth above and (b) the Participant's continued service with the Company or any member of the Company Group through the day following the last day of the Performance Period, except as provided in Sections 5 and 6 below.

4. Timing of Settlement.

Subject to Section 5 and 6 below, the following settlement provisions shall apply. The PSUs, to the extent Vested, shall be settled as soon as reasonably practicable following the end of the Performance Period.

5. Change in Control.

In the event of a Change in Control, where the Participant's PSUs are assumed or substituted consistent with Section 4(a) of the Agreement, the Participant's PSUs will, to the extent applicable, be subject to the acceleration provisions of Section 1 of the Executive Retention Plan (as well as all other provisions of such plan, including Section 3 thereof), provided that if a qualifying termination under the Executive Retention Plan occurs prior to or during the Current FY, the applicable Performance Percentage shall in all cases be 100%, notwithstanding any other higher performance then-predicted or expected. For the avoidance of the doubt, the foregoing acceleration provisions assume a qualifying termination following such Change in Control as set forth in Section 1 of the Executive Retention Plan.

In the event of a Change in Control, where the successor corporation fails to assume the Participant's PSUs or substitute an equivalent award such that Section 4(b) of the Agreement applies and the Award expires, the PSUs will accelerate and become immediately payable.

[1] Insert vesting terms.
[2] Insert applicable performance period.
[3] Insert description of level of achievement.

6. Death, Disability and Involuntary Termination.

If the Participant's employment with the Company (or any majority or greater owned subsidiary) terminates for any reason other than death or Disability prior to the end of the Current FY, the PSUs shall be immediately cancelled without consideration.

If the Company (or any majority or greater owned subsidiary) terminates a Participant's services other than for Cause during the Performance Period but after the end of the Current FY, and provided that the Participant returns and makes effective a general release of claims in favor of the Company (and any majority or greater owned subsidiary) within sixty (60) days following such Termination Date, then [4].
If, at any point while the award is outstanding, the Participant's employment with the Company terminates by reason of death or Disability, the award shall Vest as of immediately prior to such termination [assuming a target level of achievement].

8. [Section 409A of the Code
Notwithstanding the other provisions hereof, this Agreement is intended to comply with the requirements of Section 409A of the Code, to the extent applicable, and this Agreement shall be interpreted to avoid any penalty sanctions under Section 409A of the Code. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with Section 409A of the Code and, if necessary, any such provision shall be deemed amended to comply with Section 409A of the Code and regulations thereunder. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. Any amount payable under this Agreement that constitutes deferred compensation subject to Section 409A of the Code shall be paid at the time provided under this Agreement or such other time as permitted under Section 409A of the Code. No interest will be payable with respect to any amount paid within a time period permitted by, or delayed because of, Section 409A of the Code. All payments to be made upon a Termination of Service under this Agreement that are deferred compensation may only be made upon a "separation from service" under Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment. In no event may a Participant directly or indirectly, designate the calendar year of payment **[and in the event of a qualifying termination of employment, if the release period crosses two calendar years, any severance payments, which are deferred compensation, shall be paid in the calendar year following the year in which the termination occurs**]. In addition, if the Company determines that the Participant is a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of the Participant's "separation from service,"]as defined in those regulations, then any units that otherwise would have been settled during the first six months following the Participant's separation from services will instead be settled during the seventh month following the Participant's separation from service, unless the settlement of those units is exempt from Section 409A of the Code.
Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest, income inclusion or other penalty that may be imposed on a Participant by Section 409A of the Code or for damages for failing to comply with Section 409A of the Code unless such failure is a result of the Company's breach of this Plan or this Agreement.]

[4] Insert vesting terms.

9. <u>Definitions</u>

(a). **<u>Cause</u>** shall mean the dismissal or discharge of a Participant from employment for one or more of the following reasons or actions: (i) failure to perform, to the reasonable satisfaction of the Company, the Participant's duties and/or responsibilities, as assigned or delegated by the Company; (ii) commission of a felony or crime of moral turpitude, including but not limited to embezzlement or fraud; (iii) material breach of the terms of the Participant's employment agreement, confidentiality and intellectual property agreement or any other agreement by and between the

Participant and the Company; (iv) commission of any act of dishonesty, misconduct or fraud in any way impacting the Company, its clients, or its affiliates; (v) any misconduct which brings the Company into

disrepute, including conduct that injures or impairs the Company's business prospects, reputation or standing in the community; or (vi) violation of Company policies, including, without limitation, any violation of the Company's Code of Conduct and Global Workforce Inclusion Policies; provided, however, that the Company shall allow the Participant a reasonable opportunity (but not in excess of ten (10) calendar days) to cure, to the reasonable satisfaction of the Company, any act or omission applicable to part (i), (iii), or (vi) above, if curable in the Company's determination; provided, further, that it is understood that willful or grossly negligent acts or omissions will not be curable.

(b). **Change in Control** shall have the meaning ascribed to it in the Executive Retention Plan; ***provided, however***, that, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would vest or become payable by reason of a Change in Control, such amount shall vest or become payable only if the event constituting a Change in Control would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Section 409A of the Code, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

5 Insert any additional definitions.

APPENDIX B
ADDITIONAL PROVISIONS FOR PARTICIPANTS LOCATED OUTSIDE OF THE UNITED STATES

1. Nature of the Grant. In accepting this Agreement, the Participant acknowledges, understands and agrees that:

a. the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement;

b. the grant of PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of PSUs, or benefits in lieu of PSUs even if PSUs have been awarded in the past;

c. all decisions with respect to future grants of PSUs, if any, will be at the sole discretion of the Company;

d. the Participant's participation in the Plan is voluntary;

e. the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

f. the Participant's participation in the Plan will not create or amend a right to further employment with the Company or, if different, the Participant's actual employer (the "**Employer**") and shall not interfere with the ability of the Employer to terminate the Participant's service at any time with or without cause;

g. PSUs are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or to the Employer, and PSUs are outside the scope of the Participant's employment contract, if any;

h. PSUs and the Shares subject to the PSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

i. unless otherwise agreed with the Company, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a member of the Group Company;

j. in the event that Participant is not an employee of the Company, the grant of PSUs will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the grant of PSUs will not be interpreted to form an employment contract with the Company or any member of the Group Company (including the Employer);

k. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

l. if the Participant receives Shares upon vesting, the value of such Shares acquired on vesting of PSUs may increase or decrease;

m. no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from the Participant's Termination of Service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of this Award to which the Participant is otherwise not entitled, the Participant agrees not to institute any claim against the Company, or any member of the Group Company (including the Employer);

n. neither the Company, or any member of the Group Company (including the Employer) shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement;

o. the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan; and

p. the Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

2. Language. The Participant acknowledges and agrees that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to enable him or her to understand the terms and conditions of this Agreement. Further, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

3. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country in which the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and the Participant's country, which may affect the Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., PSUs) or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company, as defined by the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. The insider trading and/or market abuse laws may be different from any Company Insider Trading Policy. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult his or her personal legal advisor on this matter.

4. Foreign Asset/Account and Exchange Control Reporting. The Participant's country may have certain exchange controls and foreign asset and/or account reporting requirements which may affect his or her ability to purchase or hold Shares under the Plan or receive cash from his or her participation in the

Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Further, the Participant may be required to repatriate Shares or proceeds acquired as a result of participating in the Plan to his or her country through a designated bank/broker and/or within a certain time. The Participant acknowledges and agrees that it is his or her responsibility to be compliant with such regulations and understands that the Participant should speak with his or her personal legal advisor for any details regarding any foreign asset/account reporting or exchange control reporting requirements in the Participant's country arising out of his or her participation in the Plan.

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 27, 2026 (this "Third Amendment"), by and among Gen Digital Inc., a corporation organized under the laws of the State of Delaware (the "Parent Borrower"), the guarantors party hereto (collectively, the "Guarantors"), the Lenders (as defined below) party hereto and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

RECITALS

A. Reference is made to that certain Amended and Restated Credit Agreement, dated as of September 12, 2022 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of June 5, 2024, that certain Second Amendment to Amended and Restated Credit Agreement, dated as of April 16, 2025, and as the same may be further amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement" and, as amended by this Third Amendment, the "Amended Credit Agreement"), by and among the Parent Borrower, the Administrative Agent, the Swing Line Lender and L/C Issuer and the lenders from time to time party thereto (the "Lenders"). Capitalized terms used herein without definition shall have the meanings given to them in the Amended Credit Agreement.

B. The Parent Borrower may (i) extend the Commitment of any Lender with the written consent of such Lender pursuant to Section 10.01(a) of the Credit Agreement, (ii) postpone the scheduled date of payment of any Loan with the consent of each Lender affected thereby pursuant to Section 10.01(b) of the Credit Agreement and (iii) reduce the rate of interest on any Loan or LC Borrowing with the written consent of each Lender affected thereby pursuant to Section 10.01(c) of the Credit Agreement.

C. The Parent Borrower intends to (i) extend the Maturity Date with respect to the Revolving Credit Facility pursuant to Section 10.01(a) of the Credit Agreement, (ii) postpone the Maturity Date for the Initial Tranche A Term Loans pursuant to Section 2.15 of the Credit Agreement, (iii) establish extended term loans and amend the Credit Agreement to establish such extended term loans and (iv) make certain other changes to the Credit Agreement, in each case as set forth herein.

D. Pursuant to Section 3.06(a) of the Credit Agreement, the Borrower may cause any existing Lender that has not consented to an amendment requiring the consent of each Lender affected thereby which has been consented to by the Required Lenders (each such existing Lender, a "Non-Consenting Lender") to assign all of its rights and obligations under the Credit Agreement to one or more assignees (each, a "Replacement Lender", any commitments or assigned to such Replacement Lender, the "Replacement Commitments" or "Replacement Loans", as applicable).

E. Immediately following the effectiveness of the Term Loan A Assignments (as defined below), pursuant to Section 2.15 of the Credit Agreement, the Borrower intends to establish Extended Term A Loans (as defined in the Amended Credit Agreement) and to amend the Credit Agreement to establish such Extended Term A Loans.

F. The Lenders party hereto, constituting the Required Lenders, have agreed to permit the incurrence of additional Extended Term A Loans (which shall be treated as part as a single Class with the Extended Term A Loans established pursuant to clause (E) above) (the "Additional Term A Loans"), the proceeds of which, together with cash on hand, shall be used by the Borrower to repay all Initial Term Loans outstanding on the Amendment No. 3 Effective Date that are held by Initial Tranche A Term Lenders other than Extending Term A Lenders (the "Term A Loan Refinancing").

G. After giving effect to this Third Amendment on the Third Amendment Effective Date (as defined below) (including any Replacement Commitments of Replacement Lenders, the Term Loan A Assignments, the establishment of the Extended Term A Loans, the incurrence of the Additional Extended Term A Loans and the Term A Loan Refinancing), (i) the aggregate principal amount of Extended Term A Loans held by each Extending Term A Lender (as defined in the Amended Credit

Agreement) will be as set forth on Schedule I hereto and (ii) the Revolving Credit Commitment of each Revolving Credit Lender and the L/C Commitment of each L/C Issuer will be as set forth on Schedule II hereto.

H. (i) Bank of America, N.A., Wells Fargo Securities LLC, BNP Paribas Securities Corp., PNC Capital Markets LLC, Citizens Bank, N.A., DBS Bank Ltd., Truist Securities, Inc., MUFG Bank, Ltd. and JPMorgan Chase Bank, N.A. have agreed to act as joint lead arrangers (the "Third Amendment Joint Lead Arrangers") for this Third Amendment, (ii) BofA Securities, Inc., Wells Fargo Securities LLC, BNP Paribas Securities Corp., PNC Capital Markets LLC, Citizens Bank, N.A., DBS Bank Ltd., Truist Securities, Inc. and JPMorgan Chase Bank, N.A. have agreed to act as joint book runners (the "Third Amendment Joint Book Runners") for this Third Amendment, (iii) Wells Fargo Securities LLC, BNP Paribas Securities Corp., PNC Bank, National Association, Citizens Bank, N.A., DBS Bank Ltd., Truist Securities, Inc., MUFG Bank, Ltd. and JPMorgan Chase Bank, N.A. have agreed to act as co-syndication agents (the "Third Amendment Syndication Agents") for this Third Amendment and (iv) Bank of China Limited, Los Angeles Branch, Fifth Third Bank, National Association, HSBC Securities (USA) Inc., Santander Bank, N.A., The Huntington National Bank, and U.S. Bank National Association have agreed to act as documentation agents (the "Third Amendment Documentation Agents", collectively, with the Third Amendment Joint Lead Arrangers, the Third Amendment Joint Bookrunners and the Third Amendment Syndication Agents, the "Third Amendment Lead Arrangers") for this Third Amendment.

I. The Parent Borrower and the Guarantors are entering into this Third Amendment with the understanding and agreement that, except as specifically provided herein, none of the Administrative Agents' or any Lender's rights or remedies as set forth in the Credit Agreement and the other Loan Documents are being waived or modified by the terms of this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Amendments. The Parent Borrower, the Lenders party hereto and the Administrative Agent agree that, effective upon the Third Amendment Effective Date and in accordance with Section 10.01 of the Credit Agreement, the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the conformed copy of the Amended Credit Agreement attached as Exhibit A hereto.

2. Assignment of Initial Tranche A Term Loans. Certain Initial Tranche A Term Lenders (the "Assignors") hereby agree, on the Third Amendment Effective Date, immediately prior to giving effect to the establishment of the Extended Term A Loans, to sell and assign (collectively, the "Term Loan A Assignments") to one or more Eligible Assignees a portion of its rights and obligations under the Initial Tranche A Term Loans (the "Assigned Loans"), and each Assignee hereby irrevocably purchases and assumes from such Assignor, such Assigned Loans. Each of the Assignors, the Assignees, the Borrower and the Administrative Agent hereby grant the consents required by Section 10.07 of the Credit Agreement and hereby agree that no Assignor will execute an Assignment and Assumption with respect to such Assigned Loans. The Administrative Agent hereby waives any assignment fee required pursuant to Section 10.07(c) of the Credit Agreement in connection with any Assigned Loans, and each of the parties hereto agree to the manner of the Term A Loan Assignments.

3. Extended Term Loans.

(a) Pursuant to Section 2.15 of the Credit Agreement, with effect from and including the Third Amendment Effective Date, each Person identified on the signature pages hereof as an Extending Term A Lender has elected to become an Extending Term A Lender and holder of an Extended Term A Loan and shall become a party to this Amendment and the Amended Credit Agreement with all of the rights and obligations of a "Lender", "Extending Term A Lender" and "Term Lender" under the Amended Credit Agreement and the other Loan Documents.

(b) On the Third Amendment Effective Date, each Extending Term A Lender shall have all of its Initial Tranche A Term Loans outstanding immediately after giving effect to the Term A Loan Assignments automatically reclassified as Extended Term A Loans for all purposes under the Amended Credit Agreement, and such Extended Term A Loans for shall be outstanding under the Amended Credit Agreement on the terms and conditions set forth therein.

(c) Each of the Borrower and the Administrative Agent hereby consents to the election by each Extending Term A Lender to amend such Lender's Initial Tranche A Term Loans into Extended Term A Loans, in each case to the extent such consent is required under Section 2.15(c) of the Credit Agreement. The Administrative Agent and the Extending Term A Lenders hereby agree that the notice requirements set forth in Section 2.15(d) of the Credit Agreement have been satisfied with respect to the Extended Term A Loans. Each Extending Term A Lender by executing a signature page to this Amendment shall be deemed to waive the notice requirement set forth in Section 2.15(d) of the Credit Agreement.

4. Conditions Precedent. This Third Amendment shall be effective as of the first date (such date, the "Third Amendment Effective Date") on which the following conditions are satisfied (or waived):

(a) The Administrative Agent (or its counsel) and the Third Amendment Lead Arrangers (or their counsel) shall have received from the Parent Borrower, the Administrative Agent, the Required Revolving Credit Lenders, the Extending Term A Lenders, and each affected Lender that is a Revolving Credit Lender (after giving effect to the Replacement Commitments of any Replacement Lenders) an executed counterpart of this Third Amendment signed on behalf of such party, which shall be facsimiles unless otherwise specified.

(b) The Administrative Agent (or its counsel) shall have received executed legal opinions, in customary form, from Cleary Gottlieb Steen & Hamilton LLP and Richards, Layton & Finger, PA, as counsel to the Loan Parties.

(c) The Parent Borrower shall have paid in full or substantially concurrently with the satisfaction of the other conditions precedent set forth in this Section 4 shall pay in full all accrued and unpaid fees and interest with respect to the Extended Term A Loans and Revolving Credit Loans.

(d) The representations and warranties of the Parent Borrower and each Guarantor set forth in Section 5 hereof and in the Credit Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the Third Amendment Effective Date, except that the representations and warranties contained in Section 5.05(a) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and 6.01(b) of the Credit Agreement; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(e) At the time of and immediately after giving effect to this Third Amendment, no Event of Default shall have occurred and be continuing.

(f) The Administrative Agent (or its counsel) and the Third Amendment Lead Arrangers (or their counsel) shall have received a certificate in form and substance reasonably satisfactory to the Third Amendment Lead Arrangers, certifying that the conditions in Sections 4(d) and (e) above have been satisfied.

(g) (x) The Revolving Credit Commitment of each Non-Consenting Lender shall have been assigned to a Replacement Lender pursuant to Section 3.06(a) of the Credit Agreement and (y) any accrued and unpaid interest and fees in respect of Obligations owing to Non-Consenting Lenders relating to the Loans, Commitments and participations held by each such Non-Consenting Lender shall have been paid in full to such Non-Consenting Lender.

(h) All fees required to be paid on the Third Amendment Effective Date to the Third Amendment Arrangers as separately agreed between the Third Amendment Arrangers and the Parent Borrower and reasonable out-of-pocket expenses required to be paid on the Third Amendment Effective Date (including the fees and expenses of Cahill Gordon & Reindel LLP), in each case as previously agreed in writing, to the extent invoiced at least three Business Days prior to the Third Amendment Effective Date (except as otherwise reasonably agreed by the Parent Borrower), shall have been paid.

(i) The Administrative Agent (or its counsel) and the Third Amendment Lead Arrangers (or their counsel) shall have received such customary secretary's closing certificate, organizational documents, customary evidence of authorization of this Third Amendment and the transactions described herein and good standing certificates in jurisdictions of formation/organization, in each case with respect to the Parent Borrower and the Guarantors, as the Third Amendment Lead Arrangers may reasonably request.

(j) The Administrative Agent (or its counsel) and the Third Amendment Lead Arrangers (or their counsel) shall have received a solvency certificate in form and substance reasonably satisfactory to the Third Amendment Lead Arrangers and demonstrating that the Parent Borrower, individually and together with its Subsidiaries, is and will be Solvent immediately after giving effect to this Third Amendment and the transactions contemplated hereby.

(k) The Administrative Agent shall have received (i) a Committed Loan Notice in respect of the Extended Term A Loans in accordance with Section 2.02(a) of the Credit Agreement and (ii) a notice of prepayment with respect to the prepayment of Initial Term Loans outstanding on the Amendment No. 3 Effective Date that are held by Initial Tranche A Term Lenders other than Extending Term A Lenders in accordance with Section 2.05(a) of the Credit Agreement.

(l) The Administrative Agents and the Third Amendment Lead Arrangers shall have received, at least three Business Days prior to the Third Amendment Effective Date, (i) all documentation and other information about the Parent Borrower and the Loan Parties that shall have been reasonably requested by the Administrative Agent or the Third Amendment Lead Arrangers in writing at least 5 Business Days prior to the Third Amendment Effective Date and that the Administrative Agent or the Third Amendment Lead Arrangers, as applicable, reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and (ii) to the extent the Parent Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least three Business Days prior to the Third Amendment Effective Date, any Lender that has requested, in a written notice to the Parent Borrower at least 5 Business Days prior to the Third Amendment Effective Date, a Beneficial Ownership Certification in relation to the Parent Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Third Amendment, the condition set forth in this clause (ii) shall be deemed to be satisfied).

Without limiting the generality of the provisions of Article X of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 4, each Lender that has signed this Third Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender.

5. Representations and Warranties of the Parent Borrower and the Guarantors. The Parent Borrower and each Guarantor represents and warrants as follows:

(a) Authority; Enforceability. The execution and delivery of this Third Amendment and the performance of the obligations contemplated hereby are within its corporate or other powers and have been duly authorized by all necessary corporate or limited liability company and, if required, stockholder or other action. This Third Amendment has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of such Parent Borrower or Guarantor, as the case may be, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Representations and Warranties. The representations and warranties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof, except that the representations and warranties contained in Section 5.05(a) of the Credit Agreement shall be deemed to refer to the most recent financial statements furnished pursuant to Sections 6.01(a) and 6.01(b) of the Credit Agreement; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(c) No Default. As of the Third Amendment Effective Date and after giving effect to this Third Amendment, no event has occurred and is continuing that constitutes a Default or Event of Default.

6. Reallocation. For the avoidance of doubt, all or any part of any Non-Consenting Lender's L/C Obligation and Revolving Credit Loans shall automatically (effective on the Third Amendment Effective Date) be reallocated among the consenting Revolving Credit Lenders and any Replacement Lenders with respect to the Revolving Credit Facility (each, a "Replacement Revolving Credit Lender") in accordance with their respective Applicable Percentages (calculated after giving effect to the assignments of Revolving Credit Commitments to such Replacement Revolving Credit Lenders and without regard to any Non-Consenting Lender's Commitment) but only to the extent that such reallocation does not cause the Revolving Credit Exposure of any consenting Revolving Credit Lender or Replacement Revolving Credit Lender to exceed such consenting Revolving Credit Lender's or Replacement Revolving Credit Lender's Revolving Credit Commitment.

7. GOVERNING LAW. THIS THIRD AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The jurisdiction, service of process and waiver of right to trial by jury provisions in Section 10.14 and 10.15 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

8. Counterparts. This Third Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Third Amendment shall be effective as delivery of an original executed counterpart of this Third Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Third Amendment and/or any document to be signed in connection with this Third Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), 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. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

9. Reaffirmation; No Novation. As a further assurance, each Loan Party, by its signature below, hereby affirms and confirms (i) its obligations under each of the Loan Documents to which it is a party and (ii) its guarantee of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral to secure the Obligations, and acknowledges and agrees that such guarantee, pledge and/or grant continue in full force and effect in respect of, and to secure, the Obligations. This Third Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or any other Loan Document or any guarantee thereof or any grant of security thereunder, and the guarantees and security interests existing immediately prior to the Third Amendment Effective Date are in all respects continuing and in full force and effect with respect to all Obligations. Nothing contained herein shall be construed as a novation of any of the Loan Documents or a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which instruments shall remain and continue in full force and effect. Nothing expressed or implied in this Third Amendment or any other document contemplated hereby shall be construed as a release or other discharge of any Loan Party under the Credit Agreement or any other Loan Document from any of its obligations and liabilities thereunder, and except as expressly

provided herein, such obligations are in all respects continuing with only the terms being modified as provided in this Third Amendment.

10. Reference to and Effect on the Loan Documents.

(a) Upon and after the effectiveness of this Third Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Amended Credit Agreement. This Third Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

(b) The Credit Agreement and all other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and are and shall continue to constitute the legal, valid, binding and enforceable obligations of the Parent Borrower and the Guarantors.

(c) The execution, delivery and effectiveness of this Third Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

11. Replacement Lenders. To the extent not already a Lender, each Replacement Lender acknowledges and agrees that upon its execution of this Third Amendment that the Replacement Lender shall become a "Lender" under, and for all purposes, of the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

12. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Third Amendment.

13. Severability. In case any provision in this Third Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Third Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[*Remainder of this page intentionally left blank*]

In Witness Whereof, the parties have caused this Third Amendment to be executed as of the date first above written.

Gen Digital Inc., as Parent Borrower

By: /s/ Natalie Derse
Name: Natalie Derse
Title: Chief Financial Officer

Avira, Inc., as a Guarantor

By: /s/ Whitney Clark
Name: Whitney Clark
Title: President

EMBP 455, L.L.C., as a Guarantor

By: /s/ Whitney Clark
Name: Whitney Clark
Title: Secretary

Kintiskton LLC,
Guardsman LLC,
each as a Guarantor

By: /s/ Whitney Clark
Name: Whitney Clark
Title: Manager

LifeLock, Inc., as a Guarantor

By: /s/ Whitney Clark
Name: Whitney Clark
Title: Secretary

MoneyLion Inc., as a Guarantor

By: /s/ Whitney Clark
Name: Whitney Clark
Title: Vice President and Secretary

ML Enterprise Inc.,
Aqqru LLC
Malka Sports LLC
Malka Media Group LLC
Malka Media (The W Documentary) LLC
ML Plus LLC
MoneyLion Technologies Inc.
Quantilion Data Strategies LLC
Wealth Technologies Inc.
each as a Guarantor

By: /s/ Adam VanWagner
Name: Adam VanWagner
Title: Vice President and Secretary

Bank of America, N.A., as Administrative Agent

By: /s/ Felicia Brinson
Name: Felicia Brinson
Title: Assistant Vice President

Bank of America, N.A., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ James Haack
Name: James Haack
Title: Director

Wells Fargo Bank, N.A., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ William Mason
Name: William Mason
Title: Vice President

[*Signature Page to Third Amendment*]

BNP PARIBAS, as an Extending Term A Lender, Re-volving Credit Lender and L/C Issuer

By: /s/ Michael Kowalczuk Name: Michael Kowalczuk
Title: Managing Director

By: /s/ Maria Mulic Name: Maria Mulic
Title: Managing Director

PNC Bank, National Association, as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Garrett Galt
Name: Garrett Galt
Title: Sr. Vice President

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Citizens Bank, N.A., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Izabela Algave
Name: Izabela Algave
Title: Vice President

DBS Bank LTD., as an Extending Term A Lender and Revolving Credit Lender

By: /s/ Goh Soo Ching
Name: Goh Soo Ching
Title: Assistant Vice President

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Truist Bank, as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Carlos Cruz
Name: Carlos Cruz
Title: Director

MUFG Bank, Ltd., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Noreen Lee
Name: Noreen Lee
Title: Director

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Bank of China Limited, Los Angeles Branch, as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Liming Xiao
Name: Liming Xiao
Title: SVP & Deputy Branch Manager

Fifth Third Bank, National Association, as an Extending Term A Lender, Revolving Credit Lender and
L/C Issuer

By: /s/ Nick Meece
Name: Nick Meece
Title: Principal

PUBLIC

HSBC Bank USA, N.A., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ John S. Lieter
Name: John S. Leiter
Title: Managing Director, TMT Banking

Santander Bank, N.A., as an Extending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Andrew Everett
Name: Andrew Everett Title: Senior Vice President

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The Huntington National Bank, as a Ex-
tending Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Michelle Frederick Name: Michelle Frederick
Title: Vice President

U.S. Bank National Association, as Extending
Term A Lender, Revolving Credit Lender and L/C Issuer

By: /s/ Jamil Chowdhury Name: Jamil Chowdhury Title: Vice President

JPMorgan Chase Bank, N.A., as a Revolving Credit Lender and L/C Issuer

By: /s/ Andrew Wulff
Name: Andrew Wulff
Title: Vice President

Standard Chartered Bank, as a Revolving Credit Lender and L/C Issuer

By: /s/ Tate Miller
Name: Tate Miller
Title: Executive Director

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Industrial and Commercial Bank of China Limited, New York Branch, as an Extending Term A Lender and Revolving Credit Lender

By: /s/ Yu Wang
Name: Yu Wang
Title: Director

By: /s/ Yuanyuan Peng
Name: Yuanyuan Peng
Title: Executive Director

Trustmark Bank, as an Extending Term A Lender

By: /s/ Mark Stublefield
Name: Mark Stubblefield
Title: Senior Vice President

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SouthState Bank, N.A., as an Extending Term A Lender

By: /s/ Ashton C. Todd
Name: Ashton C. Todd
Title: Senior Vice President

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American Savings Bank, National Association, as an Extending Term A Lender

By: /s/ Corey Gima
Name: Corey Gima
Title: Vice President

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Chang Hwa Commercial Bank, Ltd., Los Angeles Branch, as a Extending Term A Lender

By: /s/ Yu-Tang Shen
Name: Yu-Tang Shen
Title: VP & General Manager

SCHEDULE I

Extended Term A Loans

Extending Term A Lender	Extended Term A Loans
DBS Bank Ltd.	$259,147,128.20
Bank of America, N.A.	$256,982,690.80
Wells Fargo Bank, National Association	$256,982,690.80
BNP Paribas	$256,982,690.80
PNC Bank, National Association	$256,982,690.80
Citizens Bank, N.A.	$231,982,690.80
Truist Bank	$231,982,690.80
MUFG Bank, Ltd.	$150,000,000.00
Bank of China Limited, Los Angeles Branch	$115,991,345.40
Fifth Third Bank, National Association	$115,991,345.40
HSBC Bank USA, N.A.	$115,991,345.40
The Huntington National Bank	$115,991,345.40
U.S. Bank National Association	$115,991,345.40
Santander Bank, N.A.	$115,000,000.00
Industrial and Commercial Bank of China Limited, New York Branch	$70,000,000.00
Trustmark Bank	$25,000,000.00
SouthState Bank, N.A.	$20,000,000.00
American Savings Bank, N.A.	$15,000,000.00
Chang Hwa Commercial Bank, Ltd. Los Angeles Branch	$15,000,000.00
Total	**$2,741,000,000.00**

SCHEDULE II

Revolving Credit Commitments and L/C Commitments

Revolving Credit Lender	Revolving Credit Commitment
J.P. Morgan Chase Bank, N.A.	$126,000,000.00
Bank of America, N.A.	$118,017,309.20
Wells Fargo Bank, National Association	$118,017,309.20
BNP Paribas	$118,017,309.20
Citizens Bank, N.A.	$118,017,309.20
PNC Bank, National Association	$118,017,309.20
Truist Bank	$118,017,309.20
Standard Chartered Bank	$100,000,000.00
DBS Bank Ltd.	$90,852,871.80
MUFG Bank, Ltd.	$90,000,000.00
Santander Bank, N.A.	$60,000,000.00
Bank of China Limited, Los Angeles Branch	$59,008,654.60
Fifth Third Bank, National Association	$59,008,654.60
HSBC Bank USA, N.A.	$59,008,654.60
The Huntington National Bank	$59,008,654.60
U.S. Bank National Association	$59,008,654.60
Industrial and Commercial Bank of China Limited, New York Branch	$30,000,000.00
Total	**$1,500,000,000.00**

L/C Issuer	L/C Commitment
Bank of America, N.A.	$15,924,678.73
J.P. Morgan Chase Bank, N.A.	$8,400,000.00
Wells Fargo Bank, National Association	$7,867,820.61
BNP Paribas	$7,867,820.61
Citizens Bank, N.A.	$7,867,820.61
PNC Bank, National Association	$7,867,820.61
Truist Bank	$7,867,820.61
Standard Chartered Bank	$6,666,666.67
MUFG Bank, Ltd.	$6,000,000.00
Santander Bank, N.A.	$4,000,000.00
Bank of China Limited, Los Angeles Branch	$3,933,910.31

Fifth Third Bank, National Association	$3,933,910.31
HSBC Bank USA, N.A.	$3,933,910.31
The Huntington National Bank	$3,933,910.31
U.S. Bank National Association	$3,933,910.31
Total	**$100,000,000.00**

EXHIBIT A

Amended Credit Agreement

See attached.

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of September 12, 2022,
as amended by the First Amendment, dated as of June 5, 2024,
~~and~~ as amended by the Second Amendment, dated as of April 16, 2025
and as amended by the Third Amendment, dated as of March 27, 2026

among

GEN DIGITAL INC. (F/K/A NORTONLIFELOCK INC.),
as the Parent Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent,

THE LENDERS PARTY HERETO,

BANK OF AMERICA, N.A.,
~~WELLS FARGO SECURITIES LLC~~WELLS FARGO SECURITIES LLC,
~~THE BANK OF NOVA SCOTIA,~~
BNP ~~PARIBAS SECURITIES CORP.~~PARIBAS SECURITIES CORP.,
PNC CAPITAL MARKETS LLC,
~~JPMORGAN CHASE BANK~~CITIZENS BANK, N.A.,
~~MIZUHO BANK, LTD~~DBS BANK LTD.,
TRUIST SECURITIES, INC.,
and
MUFG ~~BANK~~BANK, LTD.,
~~and~~
~~TRUIST SECURITIES, INC.,~~
as Joint Lead Arrangers ~~and Joint Bookrunners~~ in respect of the Term A Facility,

~~BMO CAPITAL MARKETS CORP.,~~
~~as Joint Lead Arranger in respect of the Term A Facility,~~
BANK OF AMERICA, N.A.,
WELLS FARGO SECURITIES LLC,
THE BANK OF NOVA SCOTIA,
MIZUHO BANK, LTD.,
TRUIST SECURITIES, INC.
and
MUFG BANK, LTD.,
as Joint Lead Arrangers and Joint Bookrunners in respect of the Term B Facility,

BNP PARIBAS SECURITIES CORP.
and
BMO CAPITAL MARKETS CORP.,
as Joint Lead Arrangers in respect of the Term B Facility,

BANK OF AMERICA, N.A.,

~~and~~
~~WELLS FARGO SECURITIES LLC,~~
~~as Global Coordinators~~WELLS FARGO SECURITIES LLC,
~~WELLS FARGO SECURITIES LLC,~~
~~THE BANK OF NOVA SCOTIA,~~
BNP ~~PARIBAS SECURITIES CORP~~PARIBAS SECURITIES CORP.,
PNC CAPITAL MARKETS LLC,
CITIZENS BANK, N.A.,
DBS BANK LTD.,
TRUIST SECURITIES, INC.,
MUFG BANK, LTD.,
and
~~JPMORGAN CHASE BANK~~JPMORGAN CHASE BANK, N.A.,
as Joint Lead Arrangers in respect of the Revolving Credit Facility,

BANK OF AMERICA, N.A.,
WELLS FARGO SECURITIES LLC,
~~MIZUHO BANK, LTD~~BNP PARIBAS SECURITIES CORP.,
PNC CAPITAL MARKETS LLC,
CITIZENS BANK, N.A.,
~~MUFG BANK,~~DBS BANK LTD.,
~~TRUIST BANK~~
and
TRUIST SECURITIES, INC.,
as Joint Bookrunners in respect of the Term A Facility,

BANK OF AMERICA, N.A.,
WELLS FARGO SECURITIES LLC,
BNP PARIBAS SECURITIES CORP.,
~~BMO~~PNC CAPITAL MARKETS LLC,
CITIZENS BANK, N.A.,
DBS BANK LTD.,
TRUIST SECURITIES, INC.,
and
JPMORGAN CHASE BANK, N.A.,
as Joint Bookrunners in respect of the Revolving Credit Facility,
BNP PARIBAS SECURITIES CORP.,
WELLS FARGO SECURITIES LLC,
PNC BANK, NATIONAL ASSOCIATION,
CITIZENS BANK, N.A.,
DBS BANK LTD.,
TRUIST SECURITIES, INC.,
and
MUFG BANK, LTD.,
as Co-Syndication Agents in respect of the Term A Facility,

WELLS FARGO SECURITIES LLC,

THE BANK OF NOVA SCOTIA,
MIZUHO BANK, LTD.,
TRUIST BANK
and
MUFG BANK, LTD.,
as Co-Syndication Agents in respect of the Term B Facility,

~~and~~
~~SUMITOMO MITSUI BANKING CORPORATION,~~
~~PNC CAPITAL MARKETS~~WELLS FARGO SECURITIES LLC,

BNP PARIBAS SECURITIES CORP.,
~~CAPITAL O~~PN~~E~~C BANK, NATIONAL ASSOCIATION,
CITIZENS BANK, N.A.~~,~~
DBS BANK LTD.,
TRUIST SECURITIES, INC.,
MUFG BANK, LTD.,
and
JPMORGAN CHASE BANK, N.A.,
as Co-Syndication Agents in respect of the Revolving Credit Facility,

BANK OF CHINA LIMITED, LOS ANGELES BRANCH,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
HSBC SECURITIES (USA) INC.,
~~and~~
SANTANDER BANK, N.A.,
THE HUNTINGTON NATIONAL BANK,
and
U.S. BANK NATIONAL ASSOCIATION
as Co-Documentation Agents in respect of the Term A Facility and Revolving Facility,

and

BNP PARIBAS SECURITIES CORP.,
BMO CAPITAL MARKETS CORP.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
CITIZENS BANK, N.A.,
HSBC SECURITIES (USA) INC.,
SANTANDER BANK, N.A.,
SUMITOMO MITSUI BANKING CORPORATION,
PNC CAPITAL MARKETS LLC
and
CAPITAL ONE, NATIONAL ASSOCIATION,
as Co-Documentation Agents in respect of the Term B Facility

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EXHIBITS

Form of

CREDIT AGREEMENT

This AMENDED AND RESTATED CREDIT AGREEMENT (as amended by the First Amendment, dated as of June 5, 2024, ~~and~~ by the Second Amendment, dated as of April 16, 2025, and by the Third Amendment, dated as of March 27, 2026, this "Agreement") is entered into as of September 12, 2022, among GEN DIGITAL INC. (F/K/A NORTONLIFELOCK INC.), a Delaware corporation (the "Parent Borrower"), BANK OF AMERICA, N.A. ("Bank of America"), as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party hereto or party to the Restatement Agreement (collectively, the "Lenders" and individually, a "Lender").

PRELIMINARY STATEMENTS

1. The Parent Borrower has requested to amend and restate the Existing Credit Agreement (as this and other capitalized terms used in these preliminary statements are defined in Section 1.01 below) to permit the Transactions and give effect to the terms set forth herein.

2. On the Acquisition Closing Date, the Parent Borrower intends to acquire (the "Acquisition"), directly or indirectly (including through Bidco) (such acquiring entity, the "Acquiring Entity"), up to 100% of the issued share capital in Avast Plc, a company incorporated in England with registered company number 07118170 and whose registered office is at 110 High Holborn, London, England, WC1V 6JS ("Avast"), pursuant to that certain Co-operation Agreement, dated as of August 10, 2021 (together with all annexes, attachments, exhibits, schedules and other disclosure letters thereto, collectively, as amended, restated, supplemented or modified, the "Co-operation Agreement"), by and among the Borrower, Nitro Bidco Limited, a company incorporated in England with registered company number 13514724 and whose registered office is at 10 Norwich Street, London EC4A 1BD ("Bidco"), and Avast.

3. The Parent Borrower has requested that substantially simultaneously with the consummation of the Acquisition the Lenders make available to it during the Certain Funds Period (i) the Initial Tranche A Term Loans, (ii) the Initial Tranche A Bridge Loans, (iii) the Revolving Credit Commitments and (iv) the Initial Tranche B Term Loans. The Revolving Credit Facility may include one or more Swing Line Loans and one or more Letters of Credit from time to time.

4. The proceeds of the Initial Tranche A Loans, Initial Tranche B Term Loans and the Acquisition Revolving Borrowing (to the extent permitted in accordance with the definition of the term "Permitted Revolving Borrowing"), together with any cash on hand, will be used, directly or indirectly, (i) to finance the Acquisition, (ii) to effectuate the Avast Refinancing, (iii) to pay Transaction Expenses, (iv) to add cash to the balance sheet of the Parent Borrower and its Subsidiaries (the "Balance Sheet Funds") and (v) for general corporate purposes (including buybacks of equity interests and/or other Restricted Payments permitted by Section 7.06). The proceeds of Revolving Credit Loans made after the Acquisition Closing Date and Letters of Credit will be used for working capital and other general corporate purposes of the Parent Borrower and its Restricted Subsidiaries, including Capital Expenditures and the financing of Permitted Acquisitions. Swing Line Loans will be used for general corporate purposes of the Parent Borrower and its Restricted Subsidiaries.

The applicable Lenders have indicated their willingness to lend, and the L/C Issuer has indicated its willingness to issue Letters of Credit, in each case, on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

14.

Definitions and Accounting Terms

(a) Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"2017 Indenture" means that certain Indenture, dated as of February 9, 2017, between the Parent Borrower and Wells Fargo Bank, National Association, as supplemented by the First Supplemental Indenture, dated as of February 9, 2017.

"Acceptable Discount" has the meaning specified in Section 2.05(d)(iii).

"Acceptable Intercreditor Agreement" means a customary intercreditor agreement that is either (A) substantially in the form of Exhibit G-1 or G-2 hereto or (B) with changes to Exhibit G-1 or G-2 hereto as reasonably agreed between the Administrative Agent and the Parent Borrower which have not been objected to by the applicable Required Lenders within five (5) Business Days of having been posted (which shall be deemed acceptable to the Administrative Agent and the applicable Required Lenders).

"Acceptance Date" has the meaning specified in Section 2.05(d)(ii).

"Accounting Changes" has the meaning specified in Section 1.03(d).

"Acquired EBITDA" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable, all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable.

"Acquired Entity or Business" has the meaning specified in clause (b)(iv) of the definition of the term "Consolidated EBITDA."

"Acquiring Entity" has the meaning specified in the Preliminary Statements to this Agreement.

"Acquisition" has the meaning specified in the Preliminary Statements to this Agreement.

"Acquisition Closing Date" means the date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Acquisition Revolving Borrowing" means one or more borrowings of Revolving Credit Loans or issuances or deemed issuances of Letters of Credit on the Acquisition Closing Date.

"Additional Borrower" means any Wholly Owned Restricted Subsidiary organized in a Qualified Jurisdiction, in each case that becomes a Borrower after the Acquisition Closing Date pursuant to Section 1.13.

"Additional Lender" has the meaning specified in Section 2.14(d).

"Additional Revolving Credit Commitment" has the meaning specified in Section 2.14(a).

"Additional Tranche B-1 Term Commitment" means, with respect to the Additional Tranche B-1 Term Lender, its commitment to make a Tranche B-1 Term Loan on the First Amendment Effective Date in an amount equal to $209,388,958.66 (which amount equals the aggregate principal amount of Non-Converted Term Loans).

"Additional Tranche B-1 Term Lender" has the meaning provided for such term in the First Amendment.

"Additional Tranche B-1 Term Loans" means, an advance made by the Additional Tranche B-1 Term Lender of Term Loans on the First Amendment Effective Date pursuant to Section 2.01(e).

"Administrative Agent" means, subject to Section 9.13, Bank of America in its capacity as administrative agent under the Loan Documents, or any successor administrative agent appointed in accordance with Section 9.09.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Parent Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"After Year-End Transaction" has the meaning specified in Section 2.05(b)(i).

"Agent-Related Persons" means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Agents" means, collectively, the Administrative Agent, the Collateral Agent, and the Supplemental Administrative Agents (if any).

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" has the meaning specified in the introductory paragraph hereof.

"Agreement Currency" has the meaning specified in Section 10.17 hereof.

"Alternative Currency" means any Alternative L/C Currency or Alternative Revolver Currency, as applicable.

"Alternative L/C Currency" means each of Arab Emirate Dirhan, Australian Dollars, British Pound Sterling, Canadian Dollars, Euro, Indian Rupee, Israeli Shekel, Japanese Yen and Swiss Franc and each other currency (other than Dollars) that is approved in accordance with Section 1.10; provided that in no

event shall Bank of China Limited, Los Angeles Branch be required to issue any Letter of Credit denominated in Arab Emirate Dirhan, Indian Rupee, Israeli Shekel or Swiss Franc.

"Alternative L/C Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative L/C Currency as determined by the L/C Issuer at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative L/C Currency with Dollars.

"Alternative Revolver Currency" means each of Sterling, Euro and each other currency (other than Dollars) that is approved in accordance with Section 1.10.

"Alternative Revolver Currency Daily Rate" means, for any day, with respect to any Credit Extension under the Revolving Credit Facility:

(a) denominated in Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof plus the SONIA Adjustment; and

(b) denominated in any other Alternative Revolver Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternative Revolver Currency at the time such Alternative Revolver Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10 plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.10;

provided that, if any Alternative Revolver Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Revolver Currency Daily Rate shall be effective from and including the date of such change without further notice.

"Alternative Revolver Currency Daily Rate Loan" means a Revolving Credit Loan that bears interest at a rate based on the definition of "Alternative Revolver Currency Daily Rate." All Alternative Revolver Currency Daily Rate Loans must be denominated in an Alternative Revolver Currency.

"Alternative Revolver Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Revolver Currency as determined by the Administrative Agent or applicable L/C Issuer, as applicable, by reference to Bloomberg (or such other publicly available service for displaying exchange rates), to be the exchange rate for the purchase of such Alternative Revolver Currency with Dollars at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made; provided, however, that if no such rate is available, the "Alternative Revolver Currency Equivalent" shall be determined by the Administrative Agent or applicable L/C Issuer, as applicable, using any reasonable method of determination its deems appropriate in its sole discretion (and such determination shall be conclusive absent manifest error).

"Alternative Revolver Currency Loan" means an Alternative Revolver Currency Daily Rate Loan or an Alternative Revolver Currency Term Rate Loan, as applicable.

"Alternative Revolver Currency Term Rate" means, for any Interest Period, with respect to any Credit Extension under the Revolving Credit Facility:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period; and

(b) denominated in any other Alternative Revolver Currency (to the extent such Loans denominated in such currency will bear interest at a term rate), the term rate per annum as designated with respect to such Alternative Revolver Currency at the time such Alternative Revolver Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10 plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.10;

provided that, if any Alternative Revolver Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Alternative Revolver Currency Term Rate Loan" means a Revolving Credit Loan that bears interest at a rate based on the definition of "Alternative Revolver Currency Term Rate." All Alternative Revolver Currency Term Rate Loans must be denominated in an Alternative Revolver Currency.

"Announcement" means any press release made by or on behalf of the Acquiring Entity announcing a firm intention to implement a Scheme or, as the case may be, make an Offer, in each case in accordance with Rule 2.7 of the City Code.

"Applicable Authority" means (a) with respect to Term SOFR, CME or any Governmental Authority having jurisdiction over the Administrative Agent or CME and (b) with respect to any Alternative Currency, the applicable administrator for the Relevant Rate for such Alternative Currency or any Governmental Authority having jurisdiction over the Administrative Agent or such administrator.

"Applicable Discount" has the meaning specified in Section 2.05(d)(iii).

"Applicable Lending Office" means for any Lender, such Lender's office, branch or affiliate designated for Term SOFR Loans, Base Rate Loans, Alternative Revolver Currency Loans, L/C Advances, Swing Line Loans or Letters of Credit, as applicable, as notified to the Administrative Agent, any of which offices may be changed by such Lender.

"Applicable Percentage" means, at any time (a) with respect to any Lender with a Commitment of any Class, the percentage equal to a fraction the numerator of which is the amount of such Lender's Commitment of such Class at such time and the denominator of which is the aggregate amount of all Commitments of such Class of all Lenders (provided that if the Commitments under any Revolving Credit Facility have terminated or expired, the Applicable Percentages of the Lenders under such Revolving Credit Facility shall be determined based upon the Revolving Credit Commitments thereunder most recently in effect) and (b) with respect to the Loans of any Class, a percentage equal to a fraction the numerator of which is such Lender's Outstanding Amount of the Loans of such Class and the denominator of which is the aggregate Outstanding Amount of all Loans of such Class.

"Applicable Rate" means a percentage per annum equal to:

(a) in each case, for any day from and after the ~~Acquisition Closing~~Third Amendment Effective Date, with respect to ~~any Tranche A~~the Extended Term A Loans, Tranche A Bridge Loans and Revolving Credit Loans, as the case may be, the applicable rate per annum set forth across from the caption "Applicable Rate for Term SOFR Loans", "Applicable Rate for EURIBOR Revolving Credit Loans", "Applicable Rate for SONIA Revolving Credit Loans", "Applicable Rate for Base Rate Loans and Swing Line Loans" or "Commitment Fee" in the table below, as the case may be, based upon the lowest pricing level (with Level 1 being the lowest and Level 5 being the highest) allowable by reference to either of the Debt Rating or the Total

Leverage Ratio, as more fully described below; *provided* that (i) ~~if~~in the ~~respective~~event that Debt Ratings ~~issued by S&P and Moody's~~are provided by each of S&P, Moody's and Fitch, (A) if any two or more of three of the Debt Ratings fall within the same pricing level, then such pricing level shall apply and (B) if each Debt Rating falls within different pricing levels, the pricing level that is in the middle of the three Debt Ratings shall apply, (ii) in the event that Debt Ratings are provided by only two of S&P, Moody's and Fitch, (A) if such Debt Ratings fall within the same pricing level, such pricing level shall apply, (B) if such Debt Ratings differ by one level, then the pricing level for the higher of such Debt Ratings shall apply (with the Debt Rating for pricing Level 1 being the highest and the Debt Rating for pricing Level 5 being the lowest)~~;~~ and (~~i~~iC) if there is a split in such Debt Ratings of more than one level, then the pricing level that is one level lower than the pricing level of the higher Debt Rating shall apply; (iii) if the Parent Borrower has only one such Debt Rating, the pricing level that is one level lower than that of such Debt Rating shall apply; and (iv) if the Parent Borrower does not have any such Debt Ratings, the pricing level shall be based on the Total Leverage Ratio.

	Level 1	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Debt Ratings	Baa2 / BBB / BBB or higher	Baa3 / BBB- / BBB-	Ba1 / BB+ / BB+	Ba2 / BB / BB	BA3 / BB- / BB- or lower
Total Leverage Ratio	≤ 1.75x	> 1.75x but ≤ 2.75x	> 2.75x but ≤ 3.75x	> 3.75x but ≤ 4.25x	> 4.25x
Commitment Fee	0.125%	0.15%	0.20%	0.25%	0.30%
Applicable Rate for Term SOFR Loans	1.125%	1.25%	1.375%	1.50%	1.75%
Applicable Rate for EURIBOR Revolving Credit Loans	1.125%	1.25%	1.375%	1.50%	1.75%
Applicable Rate for SONIA Revolving Credit Loans	1.125%	1.25%	1.375%	1.50%	1.75%
Applicable Rate for Base Rate Loans and Swing Line Loans	0.125%	0.25%	0.375%	0.50%	0.75%

As of the ~~Acquisition Closing~~Third Amendment Effective Date, the Applicable Rate for any ~~Tranche A~~Extended Term A Loans, Tranche A Bridge Loans and Revolving Credit Loans shall be based upon pricing Level ~~5~~3. Thereafter, each change in the Applicable Rate resulting from (x) a publicly announced change in the Debt Rating or (y) delivery of a Compliance Certificate reflecting a change in Total Leverage Ratio, shall be effective, in the case of an upgrade of the Debt Rating or decrease in the

Total Leverage Ratio, during the period commencing on the date of the public announcement of such Debt Rating or delivery of a Compliance Certificate reflecting such change in Total Leverage Ratio and ending on the date immediately preceding the effective date of the next such change of the Debt Rating or Total Leverage Ratio and, in the case of a downgrade of the Debt Rating or increase in the Total Leverage Ratio, during the period commencing on the date of the public announcement of such Debt Rating or delivery of a Compliance Certificate reflecting such change in Total Leverage Ratio and ending on the date immediately preceding the effective date of the next such change.

(b) in the case of Tranche B-1 Term Loans, (i) for Term SOFR Loans, 1.75% and (ii) for Base Rate Loans, 0.75%.

(c) in the case of Second Amendment Incremental Term B Loans, (i) for Term SOFR Loans, 1.75% and (ii) for Base Rate Loans, 0.75%.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the Total Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders received interest or fees for any period based on an Applicable Rate that is less than that which would have been applicable had the Total Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Applicable Rate" for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Total Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrowers for the relevant period pursuant to Sections 2.09 and 2.10 as a result of the miscalculation of the Total Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Sections 2.09 or 2.10, as applicable, at the time the interest or fees for such period were required to be paid pursuant to said Section (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.09 (other than Section 2.09(b)), in accordance with the terms of this Agreement); provided that, notwithstanding the foregoing, so long as an Event of Default described in Section 8.01(f) has not occurred with respect to any Borrower, such shortfall shall be due and payable five (5) Business Days following the determination described above.

Notwithstanding the foregoing, the Applicable Rate in respect of any Class of Extended Revolving Credit Commitments or any Extended Term Loans or Revolving Credit Loans made pursuant to any Extended Revolving Credit Commitments shall be the applicable percentages per annum set forth in the relevant Extension Offer.

"Applicable Time" means, with respect to any payments in any Alternative L/C Currency, the local time in the place of settlement for such Alternative L/C Currency as may be determined by the applicable L/C Issuer to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Appropriate Lender" means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class, (b) with respect to any Letters of Credit, (i) the relevant L/C Issuer and (ii) the Revolving Credit Lenders and (c) with respect to the Swing Line Loans, (i) the Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a), the Revolving Credit Lenders.

"Approved Foreign Bank" has the meaning specified in the definition of "Cash Equivalents."

"Approved Fund" means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

"Arab Emirate Dirham" means the lawful currency of the United Arab Emirates.

"Asset Percentage" has the meaning specified in Section 2.05(b)(ii).

"Assignees" has the meaning specified in Section 10.07(b).

"Assignment Tax" has the meaning specified in the definition of "Other Taxes".

"Assignment and Assumption" means (a) an Assignment and Assumption substantially in the form of Exhibit E and (b) in the case of any assignment of Term Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.17, such form of assignment (if any) as may have been requested by the Administrative Agent in accordance with Section 2.17(a)(viii) or, in each case, any other form (including electronic documentation generated by an electronic platform) approved by the Administrative Agent.

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other external legal counsel.

"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Parent Borrower Financial Statements" means (i) the audited consolidated balance sheet of the Parent Borrower for the period covered in the most recent Form 10-K filed by the Parent Borrower with the SEC prior to the Acquisition Closing Date; and (ii) the related audited consolidated statements of income, cash flows and stockholders' equity of the Parent Borrower for the period covered in the most recent Form 10-K filed by the Parent Borrower with the SEC prior to the Acquisition Closing Date.

"Australian Dollars" means the lawful currency of the Commonwealth of Australia.

"Auto-Renewal Letter of Credit" has the meaning specified in Section 2.03(b)(iii).

"Available Amount" means, at any time (the "Available Amount Reference Time"), an amount (which shall not be less than zero) equal to the sum of:

(a) the greater of (i) $~~$913,600,000~~1,281,000,000 and (ii) ~~40~~50% of Consolidated EBITDA as of the most recent Test Period; plus

(b) 50% of Consolidated Net Income (which shall not be less than zero in any period) for the period from the first day of the fiscal quarter of the Parent Borrower during which the Acquisition Closing Date occurred to and including the last day of the most recently ended fiscal quarter of the Parent Borrower prior to the Available Amount Reference Time; plus

(c) the amount of any capital contributions (including mergers or consolidations that have a similar effect) or Net Cash Proceeds from any Permitted Equity Issuance (or issuance of debt securities by the Parent Borrower or any of its Restricted Subsidiaries that have been converted into or exchanged for Qualified Equity Interests of the Parent Borrower or any direct or

indirect parent thereof), in each case during the period from the Business Day immediately following the Acquisition Closing Date through and including the Available Amount Reference Time (other than any Cure Amount, any Excluded Contribution Amount, or any other capital contributions (including mergers or consolidations that have a similar effect) or equity or debt issuances to the extent utilized in connection with other transactions permitted pursuant to Section 7.02, 7.03, 7.06 or 7.08) received or made to the Parent Borrower (or any direct or indirect parent thereof and contributed by such parent to the Parent Borrower) during the period from and including the Business Day immediately following the Acquisition Closing Date through and including the Available Amount Reference Time; plus

(d) the aggregate amount of Retained Declined Proceeds during the period from the Business Day immediately following the Acquisition Closing Date through and including the Available Amount Reference Time; plus

(e) to the extent not (i) already included in the calculation of Consolidated Net Income of the Parent Borrower and the Restricted Subsidiaries or (ii) already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (g) below or any other provision of Section 7.02, the aggregate amount of all cash dividends and other cash distributions received by the Parent Borrower or any Restricted Subsidiary from any JV Entity or Unrestricted Subsidiaries during the period from the Business Day immediately following the Acquisition Closing Date through and including the Available Amount Reference Time; plus

(f) to the extent not (i) already included in the calculation of Consolidated Net Income of the Parent Borrower and the Restricted Subsidiaries, (ii) already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (g) below or any other provision of Section 7.02, or (iii) used to prepay Term Loans in accordance with Section 2.05(b)(ii) or Section 2.05(b)(vii), the aggregate amount of all Net Cash Proceeds received by the Parent Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any JV Entity or Unrestricted Subsidiary during the period from the Business Day immediately following the Acquisition Closing Date through and including the Available Amount Reference Time; minus

(g) the aggregate amount of (i) any Investments made pursuant to Section 7.02(n)(i) (net of any return of capital in respect of such Investment or deemed reduction in the amount of such Investment, including, without limitation, upon the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary or the sale, transfer, lease or other disposition of any such Investment), (ii) any Indebtedness incurred pursuant to Section 7.03(h), (iii) any Restricted Payment made pursuant to Section 7.06(k)(i) and (iv) any payments made pursuant to Section 7.08(a)(iii)(B), in each case, during the period commencing on the Acquisition Closing Date through and including the Available Amount Reference Time (and, for purposes of this clause (g), without taking account of the intended usage of the Available Amount at such Available Amount Reference Time).

"Available Amount Reference Time" has the meaning specified in the definition of "Available Amount".

"Available Currency" means, (a) with respect to Letters of Credit, (x) Dollars and (y) Alternative L/C Currencies, (b) with respect to Term Loans, Dollars, and (c) with respect to Revolving Credit Loans, (x) Dollars and (y) Alternative Revolver Currencies.

"Avast" has the meaning specified in the Preliminary Statements to this Agreement.

"Avast Refinancing" means the repayment in full and termination of all commitments under that certain Credit Agreement, dated as of March 22, 2021, by and among, *inter alios*, Avast Software B.V., Credit Suisse (Deutschland) AKTIENGESELLSCHAFT, as administrative agent, and Credit Suisse International, as collateral agent (as amended, restated, supplemented or otherwise modified from time to time).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Balance Sheet Funds" has the meaning specified in the Preliminary Statements to this Agreement.

"Bank of America" has the meaning specified in the introductory paragraph to this Agreement.

"Bankruptcy Code" means Title 11 of the United State Code, as amended, or any similar federal or state law for the relief of debtors.

"Bankruptcy Event" means, with respect to any Person, such Person or its parent entity becomes (other than via an Undisclosed Administration) the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person or its parent entity.

"Base Rate" means for any day a fluctuating rate of interest per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1.00%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," (c) Term SOFR with an interest period of one month for such date plus 1.00% and (d) 1.00%. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing "prime rate" loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 hereof, then

the Base Rate shall be the greatest of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above.

"Beneficial Ownership Regulation" means 31 C.F.R § 1010.230, as amended or modified from time to time.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" has the meaning specified in Section 10.27(b).

"Bidco" has the meaning specified in the Preliminary Statements to this Agreement.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Borrower Agent" has the meaning specified under Section 1.13(a)(vi) hereof.

"Borrower Materials" has the meaning specified in Section 6.01.

"Borrowers" means (i) the Parent Borrower and any (ii) Additional Borrower.

"Borrowing" means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Term SOFR Loans or Alternative Revolver Currency Term Rate Loans, as to which a single Interest Period is in effect.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of New York, and:

(a) if such day relates to any interest rate settings as to an Alternative Revolver Currency Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of any such Alternative Revolver Currency Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Alternative Revolver Currency Loan, means a TARGET Day;

(b) if such day relates to any interest rate settings as to an Alternative Revolver Currency Loan denominated in Sterling, means a day other than a day banks are closed for general business in London because such day is a Saturday, Sunday or a legal holiday under the laws of the United Kingdom; and

(c) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Euro or Sterling in respect of an Alternative Revolver Currency Loan denominated in a currency other than Euro or Sterling, or any other dealings in any currency other than Euro or Sterling to be carried out pursuant to this Agreement in respect of any such Alternative Revolver Currency Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

"Canadian Dollars" means the lawful currency of Canada.

"Capital Expenditures" means, for any period, the aggregate of, without duplication, (a) all expenditures (whether paid in cash or accrued as liabilities) by the Parent Borrower and its Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during

such period to property, plant or equipment in a consolidated statement of cash flows and reflected in the consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries and (b) Capitalized Lease Obligations incurred by the Parent Borrower and its Restricted Subsidiaries during such period.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"Capitalized Leases" means all leases that are required to be, in accordance with GAAP, recorded as capitalized leases; provided that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP; provided that all obligations of the Parent Borrower and its Restricted Subsidiaries that are or would be characterized as an operating lease as determined in accordance with GAAP as in effect on November 4, 2019 (whether or not such operating lease was in effect on November 4, 2019) shall continue to be accounted for as an operating lease (and not as a Capitalized Lease) for purposes of this Agreement regardless of any change in GAAP following such date that would otherwise require such obligation to be recharacterized as a Capitalized Lease.

"Cash Collateral" has the meaning specified in Section 2.03(f).

"Cash Collateralize" has the meaning specified in Section 2.03(f).

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the Parent Borrower or any Restricted Subsidiary:

(1) Dollars;

(2) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality of the foregoing the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;

(3) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, with any domestic or foreign commercial bank having capital and surplus of not less than $500,000,000 in the case of U.S. banks and $100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of non-U.S. banks;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) of this definition entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least "P-1" by Moody's or at least "A-1" by S&P, and in each case maturing within 24 months after the date of creation thereof and Indebtedness or preferred stock issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's, with maturities of 24 months or less from the date of acquisition;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Parent Borrower) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from Moody's or S&P with maturities of 24 months or less from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision or public instrumentality thereof, in each case having an Investment Grade Rating from Moody's or S&P with maturities of 24 months or less from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the top three ratings category by S&P or Moody's;

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Cash Equivalents of the types described in clauses (1) through (10) above denominated in Dollars, Euro, Brazilian Real, Sterling, Australian Dollars, Canadian Dollars, Chinese Yuan, Danish Kroner, Hong Kong Dollars, Hungarian Forint, Indian Rupee, Japanese Yen, New Zealand Dollars, Norwegian Krone, Singapore Dollars, South African Rand, Swedish Kroner, Swiss Francs, Turkish Lira, United Arab Emirates Dirham or any other currency (other than Dollars) that is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars or, solely to the extent held in the ordinary course of business and not for speculative purposes, any currency in which the Parent Borrower and/or its Restricted Subsidiaries regularly conducts business; and

(12) investment funds investing at least 90% of their assets in Cash Equivalents of the types described in clauses (1) through (11) above.

"Cash Management Bank" means any financial institution providing treasury, depository, credit or debit card, purchasing card, and/or cash management services or automated clearing house transactions to the Parent Borrower or any Restricted Subsidiary or conducting any automated clearing house transfers of funds; provided, that, if such financial institution is not an Agent or a Lender, such financial institution executes and delivers to the Administrative Agent and the Parent Borrower a letter agreement in form and substance reasonably acceptable to the Administrative Agent and the Parent Borrower pursuant to which such financial institution (a) appoints the Administrative Agent as its agent under the applicable Loan Documents and (b) agrees to be bound by Section 9.07 of this Agreement and the applicable provisions of the Security Agreement, in each case, as if it were a Lender.

"Cash Management Obligations" means obligations owed by the Parent Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of any overdraft and related liabilities arising from treasury, depository, credit or debit card, purchasing card, or cash management services or any automated clearing house transfers of funds.

"Casualty Event" means any event that gives rise to the receipt by the Parent Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"Certain Funds Loan Party" means the Parent Borrower and Bidco.

"Certain Funds Period" means the period from (and including) the Acquisition Closing Date to (and including) 11:59 p.m. (New York City time) on the earliest of:

(a) if the Acquisition is intended to be completed pursuant to a Scheme, the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or is withdrawn in writing, in each case, in accordance with its terms in the Announcement or Scheme Document (other than (i) where such lapse or withdrawal is as a result of the exercise of the Acquiring Entity's right to effect a switch from the Scheme to an Offer or (ii) it is otherwise to be followed within twenty (20) Business Days by an Announcement by the Acquiring Entity to implement the Acquisition by a different offer or scheme (as applicable) in accordance with the terms of this Agreement);

(b) if the Acquisition is intended to be completed pursuant to an Offer, the date on which the Offer lapses, terminates or is withdrawn, in each case, in accordance with its terms in the Announcement or Offer Document (other than (i) where such lapse or withdrawal is as a result of the exercise of the Acquiring Entity's right to effect a switch from the Offer to a Scheme or (ii) it is otherwise to be followed within twenty (20) Business Days by an Announcement by the Acquiring Entity to implement the Acquisition by a different offer or scheme (as applicable) in accordance with this Agreement);

(c) the date on which the Facilities (other than the Revolving Credit Facility and the Initial Tranche A Bridge Commitments) have been utilized in full; and

(d) February 28, 2023.

"Certain Funds Utilization" means any borrowing of Term Loans or Revolving Credit Loans on or after the Acquisition Closing Date and prior to the expiration of the Certain Funds Period in accordance with the provisions of this Agreement.

"CFC" means any Foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control" means any of the following events: (a) any Person or two or more Persons acting in concert shall have acquired beneficial ownership, directly or indirectly, of voting stock of the Parent Borrower (or other securities convertible into such voting stock) representing at least forty percent (40%) of the combined voting power of all voting stock of the Parent Borrower or (b) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation, will result in its or their acquisition of, control over voting stock of the Parent Borrower (or other securities convertible into such securities) representing at least forty percent (40%) of the combined voting power of all voting stock of the Parent Borrower.

"City Code" has the meaning specified under Section 1.09(a) hereof.

"Class" (a) when used with respect to Lenders, refers to whether such Lenders are Revolving Credit Lenders, Initial Tranche A Lenders, Initial Tranche B Lenders, Tranche B-1 Term Lenders ~~or~~, Second Amendment Incremental Term B Loan Lenders or Extending Term A Lenders, (b) when used with respect to Commitments, refers to whether such Commitments are Revolving Credit Commitments, Initial Tranche A Term Commitments, Initial Tranche B Term Commitments, Tranche B-1 Term Commitments, Second Amendment Incremental Term B Loan Commitments, Extended Revolving Credit Commitments, Incremental Revolving Commitments, Refinancing Revolving Commitments, Commitments in respect of any Incremental Term Loans ~~or~~, Commitments in respect of any Extended Term Loans or Commitments in respect of any Extended Term A Loans and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Revolving Credit Loans, Initial Tranche A Term Loans, Initial Tranche B Term Loans, Tranche B-1 Term Loans, Second Amendment Incremental Term B Loans, Extended Term Loans ~~or~~, Incremental Term Loans or Extended Term A Loans. Incremental Term Loans and Extended Term Loans that have different terms and conditions (together with the Commitments in respect thereof) shall be construed to be in different Classes.

"CME" means CME Group Benchmark Administration Limited.

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

"Collateral" means all the "Collateral" as defined in the Collateral Documents and all other property of whatever kind and nature pledged or charged as collateral under any Collateral Document.

"Collateral Agent" means Bank of America, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent appointed in accordance with Section 9.09.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered pursuant to the Restatement Agreement, Section 6.10 or Section 6.12, duly executed by each Loan Party that is a party thereto;

(b) all Obligations shall have been unconditionally guaranteed (the "Guarantees"), jointly and severally, by (i) the Parent Borrower, (ii) each Additional Borrower and (iii) each Restricted Subsidiary (other than any Excluded Subsidiary) including as of the Acquisition Closing Date those that are listed on Schedule 1.01D hereto (each, a "Guarantor");

(c) the Obligations and the Guarantees shall have been secured pursuant to the Security Agreements or other applicable Collateral Documents by a first-priority security interest in (i) all the Equity Interests of each Additional Borrower and (ii) all Equity Interests (other than, Excluded

Equity) held directly by the Parent Borrower, any Additional Borrower or any other Guarantor in any Restricted Subsidiary (other than any Excluded Equity), in each case subject to Permitted Liens;

(d) except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations and the Guarantees shall have been secured by a perfected security interest (to the extent such security interest may be perfected by delivering and/or granting possession or control of certificated securities and instruments, filing personal property financing statements or intellectual property security agreements, or making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office) in, substantially all tangible and intangible assets (other than any Excluded Assets) of the Borrowers and each other Guarantor (including, without limitation, accounts receivable, inventory, equipment, investment property, United States intellectual property, intercompany receivables, other general intangibles (including contract rights), and proceeds of the foregoing), in each case, with the priority required by the Collateral Documents and all certificates, agreements, documents and instruments, including Uniform Commercial Code financing statements, required by the Collateral Documents, requirements of Law or reasonably requested by the Collateral Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, the Collateral Documents and the other provisions of the term "Collateral and Guarantee Requirement," shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording;

(e) none of the Collateral shall be subject to any Liens other than Permitted Liens;

(f) [reserved]; and

(g) in the event any Additional Borrower or a Guarantor is added that is organized in a jurisdiction other than the U.S., such Loan Party shall grant a perfected Lien on its assets (in scope customary in such jurisdiction) to the Collateral Agent and any Loan Party that owns the Equity Interests of such Additional Borrower or Guarantor shall grant a perfected Lien over such Equity Interest to the Collateral Agent in each case, pursuant to arrangements as reasonably agreed between the Administrative Agent and the Parent Borrower (including foreign security) and subject to customary limitations and exclusions in such jurisdiction to be reasonably agreed to between the Administrative Agent and the Parent Borrower.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in, particular assets if and for so long as the Administrative Agent and the Parent Borrower agree in writing that the cost of creating or perfecting such pledges or security interests in such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom.

The Administrative Agent may grant extensions of time for the perfection of security interests with respect to particular assets where it reasonably determines, in consultation with the Parent Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary:

(A) other than as provided in clause (g) above, Liens required to be granted from time to time pursuant to the Collateral and Guarantee Requirement shall only be granted under the Collateral Documents governed by the laws of the United States, any state thereof or the District of Columbia;

(B) other than as provided in clause (g) above, the Collateral and Guarantee Requirement shall not apply to any Excluded Property;

(C) no deposit account control agreement, securities account control agreement or other control agreements or control arrangements shall be required with respect to any deposit account, securities account or other asset specifically requiring perfection through control agreements;

(D) other than as provided in clause (g) above, no actions in any jurisdiction other than the U.S. or that are necessary to comply with the Laws of any jurisdiction other than the U.S. shall be required in order to create any security interests in assets located, titled, registered or filed outside of the U.S. or to perfect such security interests (it being understood that other than as provided in clause (g) above, there shall be no security agreements, pledge agreements, or share charge (or mortgage) agreements governed under the Laws of any jurisdiction other than the U.S.);

(E) general statutory limitations, financial assistance, corporate benefit, capital maintenance rules, fraudulent preference, "thin capitalization" rules, retention of title claims and similar principle may limit the ability of a Foreign Subsidiary to provide a Guarantee or Collateral or may require that the Guarantee or Collateral be limited by an amount or otherwise, in each case as reasonably determined by the Parent Borrower in consultation with the Administrative Agent; and

(F) no stock certificates of Immaterial Subsidiaries shall be required to be delivered to the Collateral Agent.

"Collateral Documents" means, collectively, the Security Agreement, each of the mortgages, collateral assignments, Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent and the Lenders pursuant to the Existing Credit Agreement (to the extent remaining in effect), the Restatement Agreement, Section 6.10 or Section 6.12, the Guaranty and each of the other agreements, instruments or documents that creates or purports to create a Lien or Guarantee in favor of the Collateral Agent for the benefit of the Secured Parties.

"Commitment" means a Term Commitment, a Revolving Credit Commitment, an Extended Revolving Credit Commitment, an Incremental Revolving Commitment, a Refinancing Revolving Commitment, a commitment in respect of any Incremental Term Loans, ~~or~~ a commitment in respect of any Extended Term Loans, a commitment in respect of any Extended Term A Loans or any combination thereof, as the context may require.

"Commitment Fee" has the meaning provided in Section 2.09(a).

"Committed Loan Notice" means a written notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of Term SOFR Loan or Alternative Revolver Currency Term Rate Currency pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A hereto or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent and agreed by the Parent Borrower), appropriately completed and signed by a Responsible Officer of the Parent Borrower.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"Communication" means this Agreement, any Loan Document and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Compensation Period" has the meaning specified in Section 2.12(c)(ii).

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR, SONIA, or any proposed Successor Rate for an Available Currency or Term SOFR, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "Term SOFR", "SONIA", "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of "Business Day", "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the reasonable discretion of the Administrative Agent, in consultation with the Parent Borrower, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice for such Available Currency (or, if the Administrative Agent reasonably determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate for such Available Currency exists, in such other manner of administration as the Administrative Agent determines (in consultation with the Parent Borrower) is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following:

(i) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income, and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities; plus

(ii) provision for Taxes based on income, profits, revenues or capital, including federal, foreign and state income, franchise, excise, value added and similar Taxes and foreign withholding Taxes paid or accrued during such period (including in respect of repatriated funds) including penalties and interest related to such Taxes or arising from any Tax examinations, deducted (and not added back) in computing Consolidated Net Income; plus

(iii) depreciation and amortization (including amortization of capitalized software expenditures and other intangibles and amortization of deferred financing fees or costs); plus

(iv) other non-cash charges (including stock option expense and impairment charges) (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, (A) such Person may elect not to add back such non-cash charges in the current period and (B) to the extent such Person elects to add back such non-cash charges in the current period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

(v) the amount of any non-controlling interest consisting of income attributable to non-controlling interests of third parties in any non-wholly owned

subsidiary deducted (and not added back in such period to Consolidated Net Income) excluding cash distributions in respect thereof; plus

(vi) losses or discounts on sales of receivables and related assets in connection with any Permitted Receivables Financing; plus

(vii) fees and expenses and other cash charges incurred during such period, or any amortization thereof for such period in connection with any acquisition, divestiture, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument or as a result of other restructuring, separation, integration and transition activities and any charges or non-recurring costs incurred during such period as a result of any such transaction, including retention and integration costs and transaction-related compensation, earn-out obligations and indemnity payments, in each case whether or not successful and including in any event in connection with the Transactions; plus

(viii) any unusual or non-recurring charges or losses for such period and any restructuring charges, accruals or reserves, severance or retention costs, litigation costs, costs associated with new business or cost savings initiatives, costs associated with facilities closures and any other business optimization expenses; plus

(ix) any loss on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or loss from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) and any corporate charges, overhead and similar costs previously allocated to any discontinued business but not included within discontinued operations; plus

(x) any losses for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments; plus

(xi) the amount of "run rate" cost savings, operating improvements, operating expense reductions, revenue enhancements and synergies (including costs to achieve such cost savings, operating expense reductions, revenue enhancements and synergies) related to the Transactions and other business combinations, acquisitions, mergers, divestitures, restructurings, cost savings initiatives and other similar initiatives of the Parent Borrower that are reasonably identifiable and factually supportable and projected by the Parent Borrower reasonably and in good faith to result from actions that have been taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (in the reasonable and good faith determination of the Parent Borrower) within 24 months after such business combination, acquisition, merger, divestiture, restructuring, cost savings initiative or other initiative is consummated or initiated (as applicable), net of the amount of actual benefits realized during such period from such actions, in each case calculated on a Pro Forma Basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period for which Consolidated EBITDA is being determined and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period; provided that the aggregate amount added back pursuant to this clause (xi)

relating to standalone cost saving initiatives and similar initiatives that are not related to, or otherwise initiated in connection with, the Transactions and in each case, that are commenced after (and for the avoidance of doubt are not part of an initiative announced prior to) the Acquisition Closing Date (and comparable add backs in the definition of "Pro Forma Effect") shall not exceed 30% of Consolidated EBITDA for such period (calculated after giving effect to any such add backs and all other add backs for such period); plus

(xii) adjustments (A) evidenced by or contained in a due diligence quality of earnings report made available to the Administrative Agent prepared with respect to the target of a Permitted Acquisition or other Investment permitted hereunder by (x) a "big four" nationally recognized accounting firm or (y) any other accounting firm that shall be reasonably acceptable to the Administrative Agent and (B) consistent with Regulation S-X,

(b) decreased (without duplication) by the following:

(i) to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period; plus

(ii) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any prior period); plus

(iii) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any non-Wholly Owned Subsidiary added (and not deducted in such period from Consolidated Net Income); plus

(iv) any gain on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of), provided that there shall be included in determining Consolidated EBITDA for any period the Acquired EBITDA of any Person, property, business or asset acquired by the Parent Borrower or any Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed by the Parent Borrower or such Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business") and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition); provided that the Parent Borrower may choose not to make such an adjustment with respect any acquisition having consideration in an amount less than $100,000,000. There shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of or, closed or classified as discontinued operations (but if such operations are classified as discontinued

due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) by the Parent Borrower or any Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business") and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition);

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation; and

(d) increased or decreased (to the extent not already included in determining Consolidated EBITDA) by any Pro Forma Adjustment.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (c) non-cash interest payments, (d) the interest component of Capitalized Lease Obligations and (e) net payments, if any, pursuant to interest rate obligations under any Swap Contracts with respect to Indebtedness); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; less

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; provided, however, that there will not be included in such Consolidated Net Income:

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that the Parent Borrower's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed (or, so long as such Person is not (x) a JV Entity with outstanding third party indebtedness for borrowed money or (y) an Unrestricted Subsidiary, that (as reasonably determined by a Responsible Officer of the Parent Borrower) could have been distributed by such Person during such period to the Parent Borrower or a Restricted Subsidiary) as a dividend or other distribution or return on investment, subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below;

(2) solely for the purpose of determining the Available Amount, any net income (loss) of any Restricted Subsidiary (other than any Guarantor) if such Subsidiary is subject to restrictions, directly

or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to a Borrower or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released and (b) restrictions pursuant to the Loan Documents), except that the Parent Borrower's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Parent Borrower or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained above in this clause);

(3) any net gain (or loss) from disposed, abandoned or discontinued operations and any net gain (or loss) on disposal of disposed, discontinued or abandoned operations;

(4) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Parent Borrower or any Restricted Subsidiary (including pursuant to any sale/leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by a Responsible Officer or the board of directors of the Parent Borrower);

(5) any extraordinary, exceptional, unusual or nonrecurring gain, loss, charge or expense (including relating to the Transaction Expenses), or any charges, expenses or reserves in respect of any restructuring, relocation, redundancy or severance expense, new product introductions or one-time compensation charges;

(6) the cumulative effect of a change in accounting principles;

(7) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other provisions and (ii) income (loss) attributable to deferred compensation plans or trusts;

(8) all deferred financing costs written off and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(9) any unrealized gains or losses in respect of any obligations under any Swap Contracts or any ineffectiveness recognized in earnings related to hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any obligations under any Swap Contracts;

(10) any unrealized foreign currency translation gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(11) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Parent Borrower or any Restricted Subsidiary owing to the Parent Borrower or any Restricted Subsidiary;

(12) any non-cash purchase accounting effects (other than resulting from the release of escrow accounts established in connection with the Acquisition) including, but not limited to, adjustments to inventory, property and equipment, loans and leases, software and other intangible assets and deferred

revenue (including deferred costs related thereto and deferred rent) in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Parent Borrower and the Restricted Subsidiaries), as a result of any consummated acquisition or investment, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(13) any impairment charge, write-down or write-off, including impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation;

(14) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any obligations under any Swap Contracts or other derivative instruments;

(15) accruals and reserves that are established within twelve months after the Acquisition Closing Date that are so required to be established as a result of the Transactions in accordance with GAAP;

(16) any net unrealized gains and losses resulting from Swap Contracts or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements; and

(17) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transaction, or the release of any valuation allowance related to such item.

In addition, to the extent not already excluded from the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder (it being understood and agreed that if such Person has notified a third party of such amount to be reimbursed or indemnified and such third party has not denied its reimbursement or indemnification obligation, such amounts shall also be excluded) and (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Parent Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events or business interruption.

"Consolidated Total Debt" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Parent Borrower and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with the Transactions or any Permitted Acquisition), consisting of Indebtedness for borrowed money, Disqualified Equity Interests, Capitalized Lease Obligations and debt obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments; provided that Consolidated Total Debt shall not include (x) obligations under Swap Contracts entered into in the ordinary course of business and not for speculative purposes ~~and~~, (y) Indebtedness in respect of any Permitted Receivables Financing, Forward Flow Financing and any Non-Recourse Indebtedness and (z) Indebtedness that refinances any Convertible Indebtedness, the proceeds of which are held in a segregated account and shown as restricted cash on the consolidated balance sheet of the Parent Borrower and its Subsidiaries until the maturity of such Convertible Indebtedness; *provided* that (i) the amount of such exclusion shall be limited to the aggregate principal amount of the applicable Convertible Indebtedness outstanding, (ii) such Indebtedness shall only be excluded until, and for so long as, such proceeds remain in such segregated account and the applicable

Convertible Indebtedness has not matured and (iii) for the avoidance of doubt, to the extent such proceeds are not in fact applied to refinance the applicable Convertible Indebtedness, then Consolidated Total Debt shall include such proceeds. Notwithstanding anything to the contrary herein, prior to the expiration of the Certain Funds Period, unused commitments under the Term A Facility and Term B Facility (without duplication of any Indebtedness to be refinanced with the proceeds of such unused commitments) shall be deemed to be "Consolidated Total Debt".

"Consolidated Working Capital" means, at any date, the excess of (x) the sum of (i) all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries at such date and (ii) long-term accounts receivable over (y) the sum of (i) all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries on such date and (ii) long-term deferred revenue, but excluding, without duplication, (a) the current portion of any Funded Debt or other long-term liabilities, (b) all Indebtedness consisting of Revolving Credit Loans, Swing Line Loans and L/C Obligations to the extent otherwise included therein, (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) the current portion of any Capitalized Lease Obligations, (f) deferred revenue arising from cash receipts that are earmarked for specific projects, (g) the current portion of deferred acquisition costs and (h) current accrued costs associated with any restructuring or business optimization (including accrued severance and accrued facility closure costs).

"Contract Consideration" has the meaning specified in Section 2.05(b)(i).

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contribution Indebtedness" means unsecured Indebtedness of the Parent Borrower or any Restricted Subsidiary in an amount equal to the aggregate amount of cash contributions made after the Acquisition Closing Date to the Parent Borrower in exchange for Qualified Equity Interests of the Parent Borrower, except to the extent utilized in connection with any other transaction permitted by Section 7.02, Section 7.06 or Section 7.08, and except to the extent such amount increases the Available Amount or is made from any Cure Amount or Excluded Contribution Amount.

"Control" has the meaning specified in the definition of "Affiliate."

"Converted Tranche B-1 Term Loans" means Existing Initial Tranche B Term Loans held by a Converting Term Lender on the First Amendment Effective Date immediately prior to the funding of the Tranche B-1 Term Loans on such date.

"Converted Restricted Subsidiary" has the meaning specified in clause (b)(iv) of the definition of "Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning specified in clause (b)(iv) of the definition of "Consolidated EBITDA."

"Convertible Indebtedness" means Indebtedness of the Parent Borrower permitted to be incurred under the terms of this Agreement that is either (a) convertible or exchangeable into common stock of the Parent Borrower (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the

price of such common stock) or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are in each case exercisable for common stock of the Parent Borrower and/or cash (in an amount determined by reference to the price of such common stock).

"Converting Term Lender" means an Existing Initial Tranche B Term Lender that has elected the "Cashless Settlement Option" on its consent to the First Amendment in the form of Annex I to the First Amendment.

"Co-operation Agreement" has the meaning specified in the Preliminary Statements to this Agreement.

"Court Order" means the order of the High Court of Justice of England and Wales sanctioning the Scheme.

"Covered Entity" has the meaning specified in Section 10.27(b).

"Covered Party" has the meaning specified in Section 10.27(a) hereof.

"Credit Extension" means a Borrowing or an L/C Credit Extension, as the context may require.

"Credit Party" has the meaning specified in Section 10.24 hereof.

"Cure Amount" has the meaning specified in Section 8.05(a).

"Cure Period" has the meaning specified in Section 8.05(a).

"Cure Right" has the meaning specified in Section 8.05(a).

(d) "Daily Simple SOFR" with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

"Debtor Relief Laws" means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Debt Rating" means, as of any date of determination, the rating as determined by ~~either~~any of S&P ~~or~~, Moody's or Fitch, as applicable, of the Parent Borrower's non-credit-enhanced, senior unsecured long-term debt.

"Declined Proceeds" has the meaning specified in Section 2.05(b)(v).

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (a) with respect to any overdue principal for any Loan, the applicable interest rate for such Loan plus 2.00% per annum (provided that with respect to Term SOFR Loans or Alternative Revolver Currency Term Rate Loans, the determination of the applicable interest rate is subject to Section 2.02(c) to the extent that Term SOFR Loans or Alternative Revolver Currency Term Rate Loans may not be converted to, or continued as, Term SOFR Loans or Alternative Revolver Currency Term Rate Loans, as applicable, pursuant thereto) and (b) with respect to any other overdue

amount, including overdue interest, the interest rate applicable to Base Rate Loans plus 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws.

"Default Rights" has the meaning specified in Section 10.27(b).

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans required to be funded by it, (ii) fund any portion of its participations in Letters of Credit or Swing Line Loans required to be funded by it or (iii) pay over to the Administrative Agent, the L/C Issuer, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Parent Borrower or the Administrative Agent, the L/C Issuer, the Swing Line Lender or any other Lender in writing that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan cannot be satisfied), (c) has failed, within three (3) Business Days after request by the Administrative Agent, the L/C Issuer, the Swing Line Lender or any other Lender, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swing Line Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Administrative Agent's, L/C Issuer's, Swing Line Lender's or Lender's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has become the subject of a Bankruptcy Event, or (e) has become the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to the last paragraph of Section 2.16) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Parent Borrower, the L/C Issuer, the Swing Line Lender and each other Lender promptly following such determination.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Parent Borrower or a Restricted Subsidiary in connection with a Disposition pursuant to Section 7.05(m) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Parent Borrower setting forth the basis of such valuation.

"Discount Range" has the meaning specified in Section 2.05(d)(ii).

"Discounted Prepayment Option Notice" has the meaning specified in Section 2.05(d)(ii).

"Discounted Voluntary Prepayment" has the meaning specified in Section 2.05(d)(i).

"Discounted Voluntary Prepayment Notice" has the meaning specified in Section 2.05(d)(v).

"Disposed EBITDA" means, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary, all as determined on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale Leaseback and any sale of Equity Interests) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that (i) "Disposition" and "Dispose" shall not be deemed to include any issuance by the Parent Borrower of any of its Equity Interests to another Person and (ii) no transaction or series of related transactions shall be considered a "Disposition" for purpose of Section 2.05(b)(ii) or Section 7.05 unless the fair market value (as determined in good faith by the Parent Borrower) of the property disposed of in such transaction or series of transactions per annum shall exceed the greater of (x) $~~228,400,000~~256,200,000 and (y) 10% of Consolidated EBITDA as of the most recent Test Period for any such Dispositions.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of all Commitments and all outstanding Letters of Credit), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Equity Interests are issued.

"Disqualified Lenders" means (i) such Persons that have been specified in writing to the Lead Arrangers by the Parent Borrower prior to August 10, 2021, (ii) competitors of the Parent Borrower and its Subsidiaries that have been specified in writing to the Administrative Agent from time to time by the Parent Borrower and (iii) any of their Affiliates (other than in the case of clause (ii) above, Affiliates that are bona fide debt funds) that are (x) identified in writing from time to time to the Administrative Agent by the Parent Borrower or (y) clearly identifiable on the basis of such Affiliates' name; provided that no such updates to the list shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Lenders (it being understood and agreed that such prohibitions with respect to Disqualified Lenders shall apply to any potential future assignments or participations to any such parties). The schedule of Disqualified Lenders shall be maintained with the Administrative Agent and may be communicated to a Lender upon request to the Administrative Agent (with concurrent notice to the Parent Borrower) but shall not otherwise be posted or made available to Lenders.

"Dollar" and "$" mean lawful money of the United States.

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount denominated in Dollars, such amount, (b) with respect to any amount denominated in Euro, the equivalent amount thereof in Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with Euro and (c) with respect to any amount denominated in any Alternative Revolver Currency or Alternative L/C Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Revolver

Currency or Alternative L/C Currency. As appropriate, amounts specified herein as amounts in Dollars shall be or include any relevant Dollar Equivalent amount.

"Domestic Foreign Holding Company" means any Domestic Subsidiary that owns no material assets (directly or through one or more disregarded entities) other than capital stock (including any Indebtedness that is treated as equity for U.S. federal income tax purposes) of one or more Foreign Subsidiaries that are CFCs.

"Domestic Loan Party" means any Loan Party organized under the laws of the United States, any state thereof or the District of Columbia.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

"ECF Percentage" has the meaning specified in Section 2.05(b)(i).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Yield" means, with respect to any Indebtedness, as of any date of determination, the sum of (i) the higher of (A) Term SOFR (or other applicable similar rate) on such date for a deposit in Dollars with a maturity of one month and (B) the Term SOFR "floor", if any, with respect thereto as of such date, (ii) as applicable, the Applicable Rate (or other applicable margin) as of such date for Term SOFR Loans (or other loans that accrue interest by reference to a similar reference rate and without giving effect to any pricing step-downs) and (iii) the amount of original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount), but excluding the effect of any arrangement, commitment, structuring, underwriting, ticking, unused line, amendment, syndication and/or other fees payable in connection therewith that are not shared generally with all lenders or holders of such Indebtedness; provided that the amounts set forth in clauses (i) and (ii) above for any term loans that are not incurred under this Agreement shall be based on the stated interest rate basis for such term loans.

"Electronic Copy" has the meaning specified in Section 10.24 hereof.

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" means any Assignee permitted by and consented to in accordance with Section 10.07(b).

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Environment" means ambient air, indoor or outdoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna.

"Environmental Laws" means any and all applicable Laws relating to pollution, protection of the Environment or to the generation, transport, storage, use, treatment, handling, disposal, Release or threat of Release of any Hazardous Materials or, to the extent relating to exposure to Hazardous Materials, human health or safety.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of or relating to any Loan Party or any of its respective Subsidiaries directly or indirectly resulting from or based upon (a) any Environmental Law, (b) the generation, use, handling, transportation, storage, disposal or treatment of any Hazardous Materials, (c) exposure of any Person to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with a Loan Party or any Restricted Subsidiary within the meaning of Section 414(b) or (c) of the Code or Section 4001 of ERISA (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by a Loan Party, any Restricted Subsidiary or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by a Loan Party, any Restricted Subsidiary or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA) or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (d) a determination that any Pension Plan is in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (e) the filing of a notice of intent to terminate, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for, and that could reasonably be expected to result in, the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of Section 412 or 430 of the Code or Section 302 or 303 of ERISA, whether or not waived; (h) a failure by a Loan Party, any Restricted Subsidiary or any ERISA Affiliate to make a required contribution to a Multiemployer Plan; (i) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to any Plan which could result in liability to a Loan Party or any Restricted Subsidiary; (j) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due under Section 4007 of ERISA, upon a Loan Party, any Restricted Subsidiary or any ERISA Affiliate; or (k) a Foreign Benefit Event.

"Escrow" means an escrow, trust, collateral or similar account or arrangement with a third-party that is not the Parent Borrower or any of its Restricted Subsidiaries or any Affiliate thereof.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBOR" has the meaning specified in clause (a) of the definition of "Alternative Revolver Currency Term Rate".

"Euro", "EUR" and "€" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

"Euro Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in Euro as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Euro with Dollars.

"Event of Default" has the meaning specified in Section 8.01.

"Excess Cash Flow" means, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income for such period;

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization) to the extent deducted in arriving at such Consolidated Net Income;

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions by the Parent Borrower and its Restricted Subsidiaries completed during such period or the application of purchase accounting) and decreases in long-term accounts payable for such period;

(iv) an amount equal to the aggregate net non-cash loss on Dispositions by the Parent Borrower and its Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; and

(v) cash receipts in respect of Swap Contracts during such period to the extent not otherwise included in Consolidated Net Income; over

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income and cash charges (including interest) to the extent included in arriving at such Consolidated Net Income;

(ii) [reserved];

(iii) the aggregate amount of all principal payments of Indebtedness of the Parent Borrower and its Restricted Subsidiaries (including (A) payments of the principal

component of Capitalized Lease Obligations and (B) the amount of repayments of Term Loans pursuant to Section 2.07(a), (b) and (c) and any mandatory prepayment of Term Loans pursuant to Section 2.05(b)(ii) to the extent required due to a Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase but excluding (X) all other prepayments of Term Loans, (Y) all prepayments under the Revolving Credit Facility and (Z) all prepayments in respect of any other revolving credit facility, except, in the case of the foregoing clause (Y) and clause (Z), to the extent there is an equivalent permanent reduction in commitments thereunder) made during such period, except to the extent financed with the proceeds of an incurrence or issuance of other Indebtedness (other than revolving loans) or with proceeds of Equity Interests of the Borrowers or their Restricted Subsidiaries;

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Parent Borrower and its Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income;

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions by the Parent Borrower and its Restricted Subsidiaries completed during such period or the application of purchase accounting) and increases in long-term accounts payable for such period;

(vi) cash payments by the Parent Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the Parent Borrower and its Restricted Subsidiaries other than Indebtedness (including such Indebtedness specified in clause (b)(iii) above);

(vii) [reserved];

(viii) [reserved];

(ix) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Parent Borrower and its Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness except to the extent that such amounts were financed with the proceeds of an incurrence or issuance of Indebtedness of the Parent Borrower or its Restricted Subsidiaries (other than revolving loans);

(x) the aggregate amount of expenditures actually made by the Parent Borrower and its Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees, Permitted Acquisitions and other Investments) to the extent that such expenditures are not expensed during such period and were not financed with the proceeds of an incurrence or issuance of Indebtedness of the Parent Borrower or its Restricted Subsidiaries (other than revolving loans);

(xi) [reserved];

(xii) the amount of cash taxes (including penalties and interest) paid or tax reserves set aside or payable (without duplication) in such period to the extent they

exceed the amount of tax expense deducted in determining Consolidated Net Income for such period; and

(xiii) cash expenditures in respect of Swap Contracts during such fiscal year to the extent not deducted in arriving at such Consolidated Net Income.

"Excess Cash Flow Prepayment Amount" has the meaning specified in Section 2.05(b)(i).

"Excess Cash Flow Prepayment Threshold" has the meaning specified in Section 2.05(b)(i).

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

"Excluded Contribution Amount" means the aggregate amount of cash or Cash Equivalents (excluding any Cure Amount) received by the Parent Borrower (other than from any of its Subsidiaries) after the Acquisition Closing Date from contributions to its common equity capital, minus the aggregate amount of (i) any Investments made pursuant to Section 7.02(n)(ii) (net of any return of capital in respect of such Investment or deemed reduction in the amount of such Investment), (ii) any Restricted Payment made pursuant to Section 7.06(k)(ii) and (iii) any payments made pursuant to Section 7.08(a)(iii)(B), in each case made during the period commencing on the Acquisition Closing Date through and including the date of usage of such Excluded Contribution Amount in reliance thereon (without taking account of the intended usage of the Excluded Contribution Amount as of such date), designated as an Excluded Contribution Amount pursuant to a certificate of a Responsible Officer on or promptly after the date on which the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the Available Amount.

"Excluded Equity" means Equity Interests (i) of any Unrestricted Subsidiary, (ii) of any Subsidiary acquired pursuant to a Permitted Acquisition financed with Indebtedness permitted pursuant to Section 7.03(v) if such Equity Interests are pledged and/or mortgaged as security for such Indebtedness and if and for so long as the terms of such Indebtedness prohibit the creation of any other Lien on such Equity Interests (and which prohibition was not created in contemplation of such Permitted Acquisition), (iii) of any Foreign Subsidiary or Domestic Foreign Holding Company (in each case other than any Borrower or Guarantor and not otherwise constituting Excluded Equity) in excess of 65% of the issued and outstanding Equity Interests of each such Foreign Subsidiary or Domestic Foreign Holding Company (and of any subsidiary of such Foreign Subsidiary or Domestic Foreign Holding Company), (iv) of any Subsidiary with respect to which the Administrative Agent and the Parent Borrower have determined in their reasonable judgment and agreed in writing that the costs of providing a pledge of such Equity Interests or perfection thereof is excessive in view of the benefits to be obtained by the Secured Parties therefrom, (v) of any captive insurance companies, not-for-profit Subsidiaries, special purpose entities (including any entity used to effect a Permitted Receivables Financing or Forward Flow Financing), (vi) of any non-Wholly Owned Restricted Subsidiary that is not a Loan Party; (vii) of any Subsidiary of the Parent Borrower to the extent not permitted to be pledged (or which would result in a "springing" lien") under the 2017 Indenture (as in effect on the date hereof) or any other market restriction in any future indenture, (viii) in any joint venture or person (other than a Wholly-Owned Subsidiary or a Loan Party), to the extent prohibited by the organization documents thereof, and (ix) of any Subsidiary outside the United States (other than any Additional Borrower or any Guarantor) the pledge of which is prohibited by applicable Laws or which would reasonably be expected to result in a violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers.

"Excluded Property" means (i) any fee-owned real property or leasehold interests in real property, (ii) (A) motor vehicles and other assets subject to certificates of title to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement (or analogous procedures under applicable Laws in the relevant jurisdiction in the case of jurisdictions other than the U.S.), (B) letter of credit rights to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement (or analogous procedures under applicable Laws in the relevant jurisdiction in the case of jurisdictions other than the U.S.) and (C) commercial tort claims, (iii) assets for so long as a pledge thereof or a security interest therein is prohibited by applicable Laws, after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code and applicable Laws (iv) margin stock, (v) any cash and Cash Equivalents, deposit accounts, commodities accounts and securities accounts (including securities entitlements and related assets) (it being understood that this exclusion shall not affect the grant of the Lien on proceeds of Collateral and all proceeds of Collateral shall be Collateral), (vi) any lease, license or other agreements, or any property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangements, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, Capitalized Lease or similar arrangement, or create a right of termination in favor of any other party thereto (other than the Borrowers or a Guarantor) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code and applicable Laws, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective under applicable Laws notwithstanding such prohibition, (vii) assets for which a pledge thereof or security interest therein would result in a material adverse tax consequence as reasonably determined by the Parent Borrower (in consultation with (but without the consent of) the Administrative Agent); provided that nothing in this clause (vii) shall limit the pledge of assets by a Foreign Subsidiary that is an Additional Borrower or a Guarantor, without the Administrative Agent's consent, (viii) assets for which the Administrative Agent and the Parent Borrower have determined in their reasonable judgment and agree in writing that the cost of creating or perfecting such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Lenders therefrom, (ix) any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law, (x) Excluded Equity, (xi) any intercompany Indebtedness owed to any Guarantor to the extent not permitted to be pledged under the 2017 Indenture (as in effect on the date hereof) or any other market restriction in any future indenture and (xii) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction or other applicable law).

"Excluded Subsidiary" means (a) each Subsidiary listed on Schedule 1.01C hereto, (b) any Subsidiary that is prohibited by applicable Law or by any contractual obligation existing on the Acquisition Closing Date (or, if later, the date such Subsidiary first becomes a Subsidiary) from guaranteeing the Obligations (and in the case of such contractual obligation, not entered into in contemplation of the acquisition of such Subsidiary) or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee unless such consent, approval, license or authorization has been received, (c) any Restricted Subsidiary acquired pursuant to a Permitted Acquisition or other similar Investment permitted hereunder that, at the time of such Permitted Acquisition or other similar Investment, has assumed secured Indebtedness not incurred in contemplation of such Permitted Acquisition or other similar Investment and each Restricted Subsidiary that is a Subsidiary thereof that guarantees such Indebtedness, in each case, to the extent such secured Indebtedness prohibits such

Subsidiary from becoming a Guarantor (provided that each such Restricted Subsidiary shall cease to be an Excluded Subsidiary under this clause (c) if such secured Indebtedness is repaid or becomes unsecured if such Restricted Subsidiary ceases to be an obligor with respect to such secured Indebtedness or such prohibition no longer exists, as applicable), (d) any Immaterial Subsidiary or Unrestricted Subsidiary, (e) captive insurance companies, (f) not-for-profit Subsidiaries, (g) special purpose entities, (h) subject to Section 9.11, any non-Wholly Owned Subsidiary, (i) any Domestic Foreign Holding Company, (j) any Foreign Subsidiary, (k) any Domestic Subsidiary of a Foreign Subsidiary that is (1) a CFC and (2) not a Loan Party that directly owns such Domestic Subsidiary and (l) any other Subsidiary with respect to which the Administrative Agent and the Borrowers have determined in their reasonable judgment, and agree in writing, that the cost or other consequences (including any adverse tax consequences; provided that with respect to adverse tax consequences the determination shall be made by the Parent Borrower in consultation with (but without the consent of) the Administrative Agent) of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom; in each case of this definition, unless such Subsidiary is designated by the Parent Borrower as an Additional Borrower pursuant to Section 1.13 or as a Guarantor pursuant to the definition of "Guarantors".

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor or the grant of such security interest would otherwise have become effective with respect to such related Swap Obligation but for such Guarantor's failure to constitute an "eligible contract participant" at such time. If a Swap Obligation arises under a Master Agreement governing more than one Swap Contract, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swap Contracts for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means, with respect to any Agent, any Lender, any L/C Issuer, any Swing Line Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party under any Loan Document, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, by any jurisdiction as a result of a present or former connection of such Agent, Lender or other recipient, as the case may be, with such jurisdiction (including as a result of being resident or being deemed to be resident, being organized, maintaining an Applicable Lending Office or carrying on business or being deemed to carry on business in such jurisdiction) other than any connection arising solely from any Loan Documents or any transactions contemplated thereby, (b) any U.S. federal withholding Taxes imposed on amounts payable to any Lender pursuant to a law in effect at the time such Lender becomes a party in this Agreement (other than pursuant to an assignment request by the Borrowers under Section 3.06(a)) or designates a new Applicable Lending Office, except to the extent such Lender's assignor was entitled immediately prior to the assignment, or such Lender was entitled immediately before it designated a new Applicable Lending Office, to receive additional amounts from any Loan Party with respect to such Taxes pursuant to Section 3.01(a), (c) any withholding Tax resulting from a failure of such recipient to comply with Section 3.01(f) or Section 3.01(g), as applicable, (d) any U.S. federal withholding Tax imposed pursuant to FATCA and (e) any U.S. federal backup withholding imposed pursuant to Section 3406 of the Code.

"Existing 2027 Notes" has the meaning has the meaning given to such term in the definition of Springing Maturity Date.

"Existing 2030 Notes" has the meaning has the meaning given to such term in the definition of Springing Maturity Date.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of November 4, 2019, by and among the Parent Borrower, Wells Fargo Bank, National Association as the revolver administrative agent and swingline lender, and JPMorgan Chase Bank, N.A., as the term loan administrative agent and collateral agent, as amended by that certain First Amendment to Credit Agreement, dated May 7, 2021, and as otherwise amended, restated, amended and restated, supplemented, or otherwise modified from time to time, as in effect immediately prior to the Restatement Date.

"Existing Lender" has the meaning specified in Section 10.07(k).

"Existing Letters of Credit" has the meaning specified in Section 2.03(a)(i).

"Existing Initial Tranche B Term Lender" means each Initial Tranche B Term Lender holding any Existing Initial Tranche B Term Loans immediately prior to the First Amendment Effective Date.

"Existing Initial Tranche B Term Loans" means the Initial Tranche B Term Loans constituting Tranche B Term Loans outstanding hereunder immediately prior to the First Amendment Effective Date. Immediately prior to the First Amendment Effective Date, the aggregate principal amount of Existing Initial Tranche B Term Loans outstanding is $2,443,875,000.00.

"Existing Term A Lender" means a Lender holding an Initial Tranche A Term Loan immediately prior to the effectiveness of the Extended Term A Loans on the Third Amendment Effective Date.

"Existing Term A Loans" means the Initial Tranche A Term Loans outstanding immediately prior to the effectiveness of the Extended Term A Loans on the Third Amendment Effective Date.

"Existing Term B Loans" has the meaning has the meaning given to such term in the definition of Springing Maturity Date.

"Extended Term A Loans" means any Existing Term A Loans that, on the Third Amendment Effective Date, an Existing Term A Lender has elected to extend the maturity of and reclassify in accordance with Section 2.01(g). As of the Third Amendment Effective Date, after giving effect to the Amendment, the aggregate principal amount of Extended Term A Loans outstanding is $2,741,000,000. For the avoidance of doubt, the Extended Term A Loans shall not be treated as Initial Tranche A Term Loans for the purposes of this Agreement.

"Extending Term A Lender" means, at any time, any Lender that holds Extended Term A Loans at such time.

"Expected Cure Amount" has the meaning specified in Section 8.05(b).

"Extended Revolving Credit Commitment" has the meaning specified in Section 2.15(a).

"Extended Term Loans" has the meaning specified in Section 2.15(a).

"Extending Revolving Credit Lender" has the meaning specified in Section 2.15(a).

"Extension" has the meaning specified in Section 2.15(a).

"Extension Offer" has the meaning specified in Section 2.15(a).

"Facility" means a Class of Term Loans or the Revolving Credit Facility, as the context may require.

"FATCA" means current Sections 1471 through 1474 of the Code (and any amended or successor version that is substantively comparable and not materially more onerous to comply with) or any current or future Treasury regulations with respect thereto or other official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any intergovernmental agreements (and any related Law) implementing the foregoing.

"FCPA" means the United States Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent. If the Federal Funds Rate is less than zero, it shall be deemed to be zero hereunder.

"Financial Covenant" has the meaning specified in Section 7.11(c).

"Financial Covenant Event of Default" has the meaning specified in Section 8.01(b).

"First Amendment" means the First Amendment to this Agreement, dated as of June 5, 2024.

"First Amendment Effective Date" means June 5, 2024, the date of effectiveness of the First Amendment.

"First Amendment Lead Arranger" has the meaning given to such term in the First Amendment.

"First Lien Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Total Debt that is secured by a Lien on the Collateral that is *pari passu* with, or senior to, the Liens securing the Obligations, as of the last day of such Test Period to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period.

"Fitch" means Fitch Ratings, Inc., and any successor to its rating agency business.

"Fixed Amounts" has the meaning specified in Section 1.09(b).

"Foreign Borrower" means any Additional Borrower designated by the Parent Borrower pursuant to Section 1.13 organized under the Laws of a Qualified Jurisdiction other than the United States, any state thereof or the District of Columbia.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to or by, or entered into with, any Loan Party or any Restricted Subsidiary with respect to employees outside the United States.

"Foreign Loan Party" means any Loan Party that is not a Domestic Loan Party.

"Foreign Subsidiary" means any direct or indirect Subsidiary of the Parent Borrower which is not a Domestic Subsidiary.

"Forward Flow Financing" means any agreement or facility pursuant to which the Parent Borrower or its Restricted Subsidiaries agrees to sell receivables (or similar assets) at specified times in the future to a third party based on criteria set forth in the agreement governing such transaction in an aggregate principal amount for all such agreements and facilities, when taken with the aggregate principal amount of facilities under the definition of "Permitted Non-Recourse Receivables Financing", not exceeding the greater of (x) $1,024,800,000 and (y) 40% of Consolidated EBITDA for the most recent Test Period at any time outstanding.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Fee" has the meaning specified in Section 2.03(h).

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"Funded Debt" means all Indebtedness of the Parent Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time; provided that (A) if the Parent Borrower notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Acquisition Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith, (B) at any time after the Acquisition Closing Date, the Borrowers may elect, upon notice to the Administrative Agent, to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided herein), including as to the ability of the Borrowers or the Required Lenders to make an election pursuant to clause (A) of this proviso, (C) any election made pursuant to clause (B) of this proviso, once made, shall be irrevocable, (D) any calculation or determination in this Agreement that requires the application of GAAP for periods that include fiscal quarters ended prior to the Borrowers' election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP and (E) the Borrowers may only make an election

pursuant to clause (B) of this proviso if it also elects to report any subsequent financial reports required to be made by the Borrowers, including pursuant to Sections 6.01(a) and (b), in IFRS.

"Governmental Authority" means any nation or government, any state, provincial, country, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.07(h).

"Guarantee Obligations" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee Obligations" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Acquisition Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Guarantees" has the meaning specified in clause (b) of the definition of "Collateral and Guarantee Requirement."

"Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement." For avoidance of doubt, the Parent Borrower in its sole discretion may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute and deliver to the Administrative Agent a Guaranty Supplement (as defined in the Guaranty), and any such Restricted Subsidiary shall thereafter be a Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes; provided that (i) if such Restricted Subsidiary is not organized in a Qualified Jurisdiction, the jurisdiction of organization of such Restricted Subsidiary shall be reasonably satisfactory to the Collateral Agent (taking into account, if acting as Collateral Agent or entering into Loan Documents with Subsidiaries in such jurisdiction is prohibited by applicable Law or would expose the Collateral Agent, in

its capacity as such, to material additional liabilities) and (ii) such Restricted Subsidiary shall have complied with the Collateral and Guarantee Requirement prior to the becoming a Guarantor.

"Guaranty" means, collectively, (a) the Guaranty substantially in the form of Exhibit F and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.10.

"Hazardous Materials" means all hazardous, toxic, explosive or radioactive substances or wastes, and all other chemicals, pollutants, contaminants, substances or wastes of any nature regulated pursuant to any Law relating to the Environment because of their hazardous, toxic, dangerous or deleterious characteristics or properties, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas and toxic mold.

"Hedge Bank" means any Person that is (i) a Lender, an Agent, a Lead Arranger or an Affiliate of the foregoing at the time it enters into a Secured Hedge Agreement, or (ii) party to a Swap Contract with a Loan Party or any Restricted Subsidiary that is in effect as of the Acquisition Closing Date, in its capacity as a party thereto; provided that in the case of clause (ii), such Person executes and delivers to the Administrative Agent and the Parent Borrower a letter agreement in form and substance reasonably acceptable to the Administrative Agent and the Parent Borrower pursuant to which such Person (a) appoints the Administrative Agent as its agent under the applicable Loan Documents and (b) agrees to be bound by Section 9.07 of this Agreement and the applicable provisions of the Security Agreement, in each case, as if it were a Lender.

"Honor Date" has the meaning specified in Section 2.03(c)(i).

"IFRS" means International Financial Reporting Standards as adopted in the European Union.

"Illegality Notice" has the meaning specified in Section 1.13.

"Immaterial Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Parent Borrower that has been designated by the Parent Borrower in writing to the Administrative Agent as an "Immaterial Subsidiary" for purposes of this Agreement (and not redesignated as a Material Subsidiary as provided below), provided that (a) for purposes of this Agreement, at no time shall (i) the total assets of all Immaterial Subsidiaries at the last day of the most recent Test Period equal or exceed 5% of the total assets of the Parent Borrower and its Restricted Subsidiaries at such date or (ii) the gross revenues for such Test Period of all Immaterial Subsidiaries equal or exceed 5% of the consolidated gross revenues of the Parent Borrower and its Restricted Subsidiaries for such period, in each case determined on a consolidated basis in accordance with GAAP, (b) the Parent Borrower shall not designate any new Immaterial Subsidiary if such designation would not comply with the provisions set forth in clause (a) above, and (c) if the total assets or gross revenues of all Restricted Subsidiaries so designated by the Parent Borrower as "Immaterial Subsidiaries" (and not redesignated as "Material Subsidiaries") shall at any time exceed the limits set forth in clause (a) above, then all such Restricted Subsidiaries shall be deemed to be Material Subsidiaries unless and until the Parent Borrower shall redesignate one or more Immaterial Subsidiaries as Material Subsidiaries, in each case in a written notice to the Administrative Agent, and, as a result thereof, the total assets and gross revenues of all Restricted Subsidiaries still designated as "Immaterial Subsidiaries" do not exceed such limits; and provided, further, that the Parent Borrower may designate and re-designate a Restricted Subsidiary as an Immaterial Subsidiary at any time, subject to the terms set forth in this definition; and provided, further, that in no event shall a Restricted Subsidiary of the Parent Borrower be designated as an "Immaterial Subsidiary" by the Parent Borrower if (i) such Restricted Subsidiary has been designated an Additional Borrower pursuant to

Section 1.13 or (ii) the Parent Borrower has caused such Restricted Subsidiary to be a Guarantor in accordance with the definition of "Guarantors."

"Incremental Equivalent Debt" has the meaning specified in Section 7.03(t).

"Incremental Facilities" has the meaning specified in Section 2.14(a).

"Incremental Facility Amendment" has the meaning specified in Section 2.14(d).

"Incremental Facility Closing Date" has the meaning specified in Section 2.14(e).

"Incremental Incurrence Test" has the meaning specified in Section 2.14(a).

"Incremental Revolving Commitments" has the meaning specified in Section 2.14(a).

"Incremental Revolving Lender" has the meaning specified in Section 2.14(e).

"Incremental Term A Loans" has the meaning specified in Section 2.14(a).

"Incremental Term B Loans" has the meaning specified in Section 2.14(a).

"Incremental Term Loans" has the meaning specified in Section 2.14(a).

"Incurrence Based Amounts" has the meaning specified in Section 1.09(b).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid within thirty (30) days after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Guarantee Obligations of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation, company, or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited, (B) in the case of the Parent Borrower and its Restricted Subsidiaries, exclude all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business consistent with past practice and (C) exclude Indebtedness incurred in advance of, and the proceeds of which are to be applied in connection with, the consummation of a transaction solely to the extent the proceeds thereof are and continue to be held in an Escrow and are not otherwise made available to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or in respect of any payment made by or on account of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Indian Rupee" means the lawful currency of the of India.

"Information" has the meaning specified in Section 10.08.

"Initial Tranche A Lender" means, at any time, any Lender that has an Initial Tranche A Term Commitment, Initial Tranche A Bridge Commitment, Initial Tranche A Term Loan or an Initial Tranche A Bridge Loan at such time.

"Initial Tranche A Loans" means the Initial Tranche A Term Loans and the Initial Tranche A Bridge Loans.

"Initial Tranche A Bridge Commitments" has the meaning specified in the definition of "Tranche A Bridge Commitments."

"Initial Tranche A Bridge Lender" means, at any time, any Lender that has an Initial Tranche A Bridge Commitment or an Initial Tranche A Bridge Loan at such time.

"Initial Tranche A Bridge Loan" means the Tranche A Bridge Loans made by the Initial Tranche A Bridge Lenders on the Acquisition Closing Date to the Borrowers pursuant to Section 2.01(b).

"Initial Tranche A Term Commitments" has the meaning specified in the definition of "Tranche A Term Commitments."

"Initial Tranche A Term Lender" means, at any time, any Lender that has an Initial Tranche A Term Commitment or an Initial Tranche A Term Loan at such time.

"Initial Tranche A Term Loan" means the loans made by the Initial Tranche A Term Lenders during the Certain Funds Period to the Borrowers pursuant to Section 2.01(a).

"Initial Tranche B Term Commitments" means, as to each Lender, its obligation to make Initial Tranche B Term Loans to the Parent Borrower pursuant to Section 2.01(c) on the Acquisition Closing Date.

"Initial Tranche B Term Lender" means, at any time, any Lender that has an Initial Tranche B Term Commitment or an Initial Tranche B Term Loan at such time.

"Initial Tranche B Term Loan" means the loans made by the Initial Tranche B Term Lenders during the Certain Funds Period to the Borrowers pursuant to Section 2.01(c).

"Initial Term Commitments" means, as to each Initial Term Lender, its obligation to make an Initial Tranche A Term Loan, Initial Tranche A Bridge Loan or Initial Tranche B Term Loan.

"Initial Term Lenders" means the Initial Tranche A Term Lenders, Initial Tranche A Bridge Lenders and the Initial Tranche B Term Lenders.

"Initial Term Loans" means the Initial Tranche A Term Loans, Initial Tranche A Bridge Loans and Initial Tranche B Term Loans.

"Inside Maturity Debt" means an amount of Incremental Term B Loans (and/or Incremental Equivalent Debt incurred in lieu thereof) up to the greater of (x) $~~2,284,000,000~~2,562,000,000 and (y) 100% of Consolidated EBITDA as of the most recently ended Test Period at any time outstanding.

"Intercompany Subordination Agreement" means the Amended and Restated Intercompany Subordination Agreement dated as of the Acquisition Closing Date.

"Interest Charges" means, with respect to any Person for any period, the sum of (a) Consolidated Interest Expense of such Person for such period; plus (b) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Equity Interests of such Person or any Restricted Subsidiary of such Person made during such period.

"Interest Payment Date" means, (a) as to any Base Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made, (b) as to any Alternative Revolver Currency Daily Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date, (c) as to any Term SOFR Loan or Alternative Revolver Currency Term Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date and (d) with respect to the Existing Initial Tranche B Term Loans, the First Amendment Effective Date; provided, however, that if any Interest Period for a Term SOFR Loan or an Alternative Revolver Currency Term Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall be Interest Payment Dates.

"Interest Period" means, as to each Term SOFR Loan and Alternative Revolver Currency Term Rate Loan, the period commencing on the date such Term SOFR Loan or Alternative Revolver Currency Term Rate Loan is disbursed or converted to or continued as a Term SOFR Loan or an Alternative Revolver Currency Term Rate Loan and ending on the date one, three or six months thereafter (in each case, subject to the availability for the interest rate applicable to the relevant currency), in each case as selected by the Parent Borrower in its Committed Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period shall extend beyond the applicable Maturity Date;

(d) all Tranche B-1 Term Loans may, if elected by the Parent Borrower prior to the First Amendment Effective Date, initially have the same Interest Period as in effect with respect to the Existing Initial Tranche B Term Loans on the First Amendment Effective Date; and

(e) all Second Amendment Incremental Term B Loans may, if elected by the Parent Borrower prior to or on the Second Amendment Effective Date, initially have the same Interest Period as in effect with respect to the Tranche B-1 Term Loans on the Second Amendment Effective Date.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee Obligation with respect to any obligation of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of the Parent Borrower and its Restricted Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by Fitch, Inc.

"IP Rights" has the meaning specified in Section 5.14.

"ISP" means with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Israeli Shekel" means the lawful currency of Israel.

"Japanese Yen" means the lawful currency of Japan.

"Judgment Currency" has the meaning specified in Section 10.17 hereof.

"JV Entity" means any joint venture of the Parent Borrower or any Restricted Subsidiary that is not a Subsidiary.

"Latest Maturity Date" means, at any date of determination, the latest Maturity Date applicable to any Loan or Term Commitment hereunder at such time, including the latest maturity date of any Extended Revolving Credit Commitment, Additional Revolving Credit Commitment, Incremental Revolving Commitment, Extended Term Loan ~~or~~, Incremental Term Loan or Extended Term A Loan, in each case as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all international, foreign, federal, state, provincial and local laws (including common laws), statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"L/C Advance" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the applicable Honor Date or refinanced as a Revolving Credit Borrowing.

"L/C Commitments" means, as to any L/C Issuer, the obligation of such L/C Issuer to issue Letters of Credit for the account of Parent Borrower or one or more of its Restricted Subsidiaries from time to time in an aggregate amount equal to (i) for each of the L/C Issuers specified in clause (i) of the definition thereof, the amount set forth opposite the name of each such L/C Issuer on Schedule ~~2.01(b)~~II in the Third Amendment under the caption "L/C Commitment" and (ii) for any other L/C Issuer becoming an L/C Issuer after the Acquisition Closing Date, such amount as separately agreed to in a written agreement between Parent Borrower and such L/C Issuer (a copy of which shall be promptly delivered to the Administrative Agent upon execution), in each case of clauses (i) and (ii) above, as any such amount may be changed after the Acquisition Closing Date in a written agreement between Parent Borrower and such L/C Issuer (which such agreement shall be promptly delivered to the Administrative Agent upon execution); provided that the L/C Commitment with respect to any Person that ceases to be an L/C Issuer for any reason pursuant to the terms hereof shall be $0 (subject to the Letters of Credit of such Person remaining outstanding in accordance with the provisions hereof).

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"L/C Issuer" means (i) each Person listed on Schedule ~~2.01(b)~~II in the Third Amendment with respect to such Person's L/C Commitment only, and (ii) any other Revolving Credit Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Issuer in accordance with Section 2.03(j) or Section 10.07(j); provided, that in the case of the L/C Issuers in clause (i) above, (x) the commitment of any L/C Issuer to issue Letters of Credit shall not exceed at any time its L/C Commitment and (y) such L/C Issuers shall be the only L/C Issuers permitted to issue Letters of Credit hereunder in an Alternative L/C Currency. Each L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such L/C Issuer, in which case the term "L/C Issuer" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate and for all purposes of the Loan Documents.

"L/C Obligation" means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts in respect of Letters of Credit, including all L/C Borrowings.

"L/C Stated Amount" of each Letter of Credit means the maximum amount available to be drawn thereunder (regardless of whether any conditions or other requirements for drawing could then be met).

"LCT Election" has the meaning specified in Section 1.09(a).

"LCT Test Date" has the meaning specified in Section 1.09(a).

"Lead Arrangers" means, individually and collectively, (i) (A) (x) Bank of America, N.A., Wells Fargo Securities LLC, The Bank of Nova Scotia, BNP Paribas Securities Corp., JPMorgan Chase Bank, N.A., Mizuho Bank, LTD., MUFG Bank, Ltd. and Truist Securities, Inc., in their capacities as Joint Lead Arrangers and Joint Bookrunners in respect of the Term A Facility under this Agreement and (y) BMO Capital Markets Corp. in its capacity as a Joint Lead Arranger in respect of the Term A Facility, (B) (x) Bank of America, N.A., Wells Fargo Securities LLC, The Bank of Nova Scotia, Mizuho Bank, LTD., Truist Securities, Inc. and MUFG Bank, Ltd. in their capacities as Joint Lead Arrangers and Joint Bookrunners in respect of the Term B Facility under this Agreement and (y) BNP Paribas Securities Corp. and BMO Capital Markets Corp. in their capacities as Joint Lead Arrangers in respect of the Term B Facility, (C) Bank of America, N.A. and Wells Fargo Securities LLC, in their capacities as Global Coordinators in respect of the Facilities under this Agreement, (C) (x) Wells Fargo Securities LLC, The Bank of Nova Scotia, BNP Paribas Securities Corp., JPMorgan Chase Bank, N.A., Mizuho Bank, LTD., MUFG Bank, Ltd. and Truist ~~Bank~~Securities, Inc. and BMO Capital Markets Corp. in their capacities as Co-Syndication Agents in respect of the Term A Facility under this Agreement, and (y) Wells Fargo Securities LLC, The Bank of Nova Scotia, Mizuho Bank, LTD., Truist Bank and MUFG Bank, Ltd. in their capacities as Co-Syndication Agents in respect of the Term B Facility under this Agreement and (D) (x) Sumitomo Mitsui Banking Corporation, PNC ~~Capital Markets LLC,~~Bank, National Association, Capital One, National Association, Citizens Bank, N.A., Fifth Third Bank, National Association, HSBC Securities (USA) Inc. and Santander Bank, N.A., in their capacities as Co-Documentation Agents in respect of the Term A Facility under this Agreement and (y) BNP Paribas Securities Corp., BMO Capital Markets Corp., Fifth Third Bank, National Association, Citizens Bank, N.A., HSBC Securities (USA) Inc., Santander Bank, N.A., Sumitomo Mitsui Banking Corporation, PNC Capital Markets LLC and Capital One, National Association in their capacities as Co-Documentation Agents in respect of the Term B Facility under this Agreement, (ii) with respect to the First Amendment, the First Amendment Lead Arranger ~~and~~, (iii) with respect to the Second Amendment, the Second Amendment Lead Arrangers and (iv) with respect to the Third Amendment, the Third Amendment Lead Arrangers.

"Lender" has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes an L/C Issuer and the Swing Line Lender, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender."

"Lender Participation Notice" has the meaning specified in Section 2.05(d)(iii).

"Lender Recipient Party" has the meaning specified in Section 9.16 hereof.

"Letter of Credit" means any letter of credit issued hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit and may be issued in Dollars or in an Alternative L/C Currency, provided that no L/C Issuer has an obligation to issue trade or commercial letters of credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer.

"Letter of Credit Expiration Date" means the day that is five (5) Business Days prior to the scheduled Maturity Date then in effect for the Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Sublimit" means an amount equal to the lesser of (a) $100,000,000 and (b) the aggregate amount of the Revolving Credit Commitments.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, assignment (by way of security or otherwise), deemed trust, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing).

"Limited Condition Transaction" means (x) any acquisition or other investment, including by way of merger, by the Parent Borrower or one or more of its Restricted Subsidiaries permitted pursuant to this Agreement whose consummation is not conditioned upon the availability of, or on obtaining, third party financing and (y) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of indebtedness requiring irrevocable notice in advance of such redemption, repurchase, satisfaction and discharge or repayment.

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Term Loan, a Revolving Credit Loan or a Swing Line Loan (including any Incremental Term Loans, any Extended Term Loans, loans made pursuant to any Additional Revolving Credit Commitment ~~or~~, loans made pursuant to Extended Revolving Credit Commitments or an Extended Term A Loan).

"Loan Documents" means, collectively, (i) this Agreement, (ii) the Restatement Agreement, (iii) the Notes, (iv) each Guaranty, (v) the Collateral Documents, (vi) the Intercompany Subordination Agreement, (vii) each Acceptable Intercreditor Agreement, (viii) each Letter of Credit Application, (ix) the First Amendment, ~~and~~ (x) the Second Amendment, and (xi) the Third Amendment, in each case as amended in accordance with this Agreement.

"Loan Parties" means, collectively, (i) the Borrowers and (ii) each other Guarantor.

"Major Event of Default" means an Event of Default set forth in Sections 8.01(a) (with respect to the failure to pay any amount of principal, interest or fees (but not other amounts)), 8.01(c) (solely as it relates to a Major Undertaking), 8.01(d) (solely as it relates to a Major Representation), 8.01(f) and 8.01(g), in each case, solely to the extent that they relate to any Certain Funds Loan Party, provided that, for the avoidance of doubt, a Major Event of Default shall not apply in respect of or relate to Avast or its Subsidiaries or the assets of Avast or its Subsidiaries or a breach of a procuring obligation with respect to Avast or its Subsidiaries.

"Major Representation" means those representations and warranties set forth in Sections 5.01 (other than Section 5.01(b)(i), (d) and (e)), 5.02 (other than Section 5.02(b)(ii) and (b)(iii)) and 5.04, in each case, solely to the extent that they relate to any Certain Funds Loan Party.

"Major Undertakings" means those undertakings set forth in Sections 6.17(d) to (h), 7.01 and 7.04, solely to the extent that they relate to any Certain Funds Loan Party; provided, that, for the avoidance of doubt, a Major Event of Default as it relates to a Major Undertaking shall not apply in respect of or relate to the

Company or any of its Subsidiaries, or any of the assets of the Company or any of its Subsidiaries, or a breach of a procuring obligation with respect to the Company or any of its Subsidiaries.

"Master Agreement" has the meaning specified in the definition of "Swap Contract."

"Material Acquisition" means an acquisition or a series of related acquisitions of any Person, property, business or assets for which the aggregate consideration payable by the Parent Borrower or a Subsidiary is not less than $250,000,000.

"Material Adverse Effect" means (a) a material adverse effect on the business, operations, assets, liabilities (actual or contingent) or financial condition of the Parent Borrower and its Restricted Subsidiaries, taken as a whole, (b) a material adverse effect on the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under any Loan Document to which any of the Loan Parties is a party or (c) a material adverse effect on the rights and remedies of the Lenders or the Agents under any Loan Document.

"Material Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Parent Borrower that is not an Immaterial Subsidiary (but including, in any case, any Restricted Subsidiary that has been designated as a Material Subsidiary as provided in, or that has been designated as an Immaterial Subsidiary in a manner that does not comply with, the definition of "Immaterial Subsidiary").

"Maturity Date" means (a) with respect to the Revolving Credit Facility, the date that is the earlier of (i) the fifth anniversary of the ~~Acquisition Closing~~Third Amendment Effective Date (or, in each case, with respect to any Additional Revolving Credit Commitments or Extended Revolving Credit Commitments, the maturity date applicable to such Additional Revolving Credit Commitments or Extended Revolving Credit Commitments in accordance with the terms hereof), and (ii) if the Parent Borrower is not in compliance with the Minimum Liquidity Threshold as of any Springing Maturity Date, such Springing Maturity Date, (b) with respect to ~~Tranche A~~Extended Term A Loans, the date that is the earlier of (i) the fifth anniversary of the ~~Acquisition Closing~~Third Amendment Effective Date (or with respect to any (i) Extended Term Loan, the maturity date applicable to such Extended Term Loan in accordance with the terms hereof or (ii) Incremental Term Loan, the maturity date applicable to such Incremental Term Loan in accordance with the terms hereof) or (ii) if the Parent Borrower is not in compliance with the Minimum Liquidity Threshold as of any Springing Maturity Date, such Springing Maturity Date, (c) with respect to Initial Tranche A Bridge Loans, the day that is sixty (60) days following the Acquisition Closing Date, (d) with respect to Tranche B-1 Term Loans, the seventh anniversary of the Acquisition Closing Date and (e) with respect to Second Amendment Incremental Term B Loans, the seventh anniversary of the Second Amendment Effective Date (or with respect to any (i) Extended Term Loan, the maturity date applicable to such Extended Term Loan in accordance with the terms hereof or (ii) Incremental Term Loan, the maturity date applicable to such Incremental Term Loan in accordance with the terms hereof); provided that if any such day is not a Business Day, the Maturity Date shall be the Business Day immediately preceding such day.

"Maximum Tender Condition" has the meaning specified in Section 2.17(b).

"MFN Adjustment" has the meaning specified in Section 2.14(b).

"Minimum Extension Condition" has the meaning specified in Section 2.15(b).

"Minimum Liquidity Threshold" means (I) prior to the earlier of (A) the stated maturity date of the Parent Borrower's 6.75% senior notes due 2027 or (B) the date that the Parent Borrower's 6.75% senior notes

due 2027 are refinanced or repaid in full (x) the sum of (a) Unrestricted Cash plus (b) the aggregate amount of unused Revolving Credit Commitments (excluding the portion of such commitments held by any Defaulting Lender, if any) less (y) the aggregate principal amount of Existing 2027 Notes, is not less than $640,500,000 and (II) thereafter (x) the sum of (a) Unrestricted Cash plus (b) the aggregate amount of unused Revolving Credit Commitments (excluding the portion of such commitments held by any Defaulting Lender, if any) less (y) the aggregate principal amount of Existing 2027 Notes (if any), Existing Term B Loans and Existing 2030 Notes, is not less than $640,500,000.

"Minimum Tender Condition" has the meaning specified in Section 2.17(b).

"Minimum Tranche Amount" has the meaning specified in Section 2.15(b).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which a Loan Party, any Restricted Subsidiary or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding six plan years, has made or been obligated to make contributions.

"Necessary Cure Amount" has the meaning specified in Section 8.05(b).

"Net Cash Proceeds" means:

(a) with respect to the Disposition of any asset by the Parent Borrower or any Restricted Subsidiary or any Casualty Event, an amount equal to the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of the Parent Borrower or any Restricted Subsidiary) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event or owned by a Subsidiary that is not a Loan Party and that is required to be repaid (and is timely repaid) in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents and Indebtedness that is secured by Liens ranking junior to or *pari passu* with the Liens securing Obligations under the Loan Documents), (B) the out-of-pocket fees and expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by the Parent Borrower or a Restricted Subsidiary in connection with such Disposition or Casualty Event, (C) taxes paid or reasonably estimated to be actually payable in connection therewith (including, for the avoidance of doubt, any income, withholding and other taxes payable as a result of the distribution of such proceeds to the Parent Borrower), and (D) any reserve for adjustment in respect of (x) the sale price of such asset or assets or purchase price adjustment established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Parent Borrower or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such transaction, it being understood that "Net Cash Proceeds" shall (i) exclude any cash or Cash Equivalents received upon the Disposition of any non-cash consideration by the Parent Borrower or any Restricted Subsidiary in any such Disposition,

unless the Parent Borrower was contractually obligated to make such subsequent Disposition at the time of the initial Disposition, and (ii) include, upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (D) above or if such liabilities have not been satisfied in cash and such reserve is not reversed within 365 days after such Disposition or Casualty Event, the amount of such reserve; and

(b) (i) with respect to the incurrence or issuance of any Indebtedness by the Parent Borrower or any Restricted Subsidiary, the excess, if any, of (x) the sum of the cash received in connection with such incurrence or issuance over (y) the investment banking fees, underwriting discounts, commissions, Taxes, costs and other out-of-pocket expenses and other customary expenses incurred by the Parent Borrower or such Restricted Subsidiary in connection with such incurrence or issuance and (ii) with respect to any Permitted Equity Issuance by any direct or indirect parent of the Parent Borrower, the amount of cash from such Permitted Equity Issuance contributed to the capital of the Parent Borrower.

"Non-Consenting Lender" has the meaning specified in Section 3.06(d).

"Non-Converting Term Lender" means an Existing Initial Tranche B Term Lender that has elected the "Post-Closing Settlement Option" on its consent to the First Amendment in the form of Annex I to the First Amendment.

"Non-Converted Term Loans" shall mean all Existing Initial Tranche B Term Loans outstanding immediately prior to the First Amendment Effective Date which are not converted into Converted Tranche B-1 Term Loans on the First Amendment Effective Date.

"Non-Extending Lender" means any Lender that elects not to participate in an Extension pursuant to Section 2.15.

"Non-Loan Party" means any Restricted Subsidiary of the Parent Borrower that is not a Loan Party.

"Non-Recourse Indebtedness" means any Indebtedness of the Parent Borrower or any Restricted Subsidiary for which the holder of such Indebtedness has no recourse, directly or indirectly, to the Parent Borrower or such Restricted Subsidiary for the principal of, premium, if any, and interest on such Indebtedness, and for which the Parent Borrower or such Restricted Subsidiary is not, directly or indirectly, obligated or otherwise liable for the principal of, premium, if any, and interest on such Indebtedness, except pursuant to security interests or collateral documents or other recourse, obligations or liabilities, in respect of specific assets of the Parent Borrower or such Restricted Subsidiary securing such Indebtedness; provided, that, recourse, obligations or liabilities solely for indemnities, breaches of warranties or representations that are contained in such security interests or collateral documents or other documentation in respect of Indebtedness, will not prevent that Indebtedness from being classified as Non-Recourse Indebtedness.

"Nonrenewal Notice Date" has the meaning specified in Section 2.03(b)(iii).

"Note" means a Term Note or a Revolving Credit Note as the context may require.

"Obligations" means (x) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees and expenses that accrue after the commencement by or against any Loan Party or any other Subsidiary of any

proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees and expenses are allowed or allowable claims in such proceeding, (y) obligations of any Loan Party or any other Restricted Subsidiary arising under any Secured Hedge Agreement (other than any Excluded Swap Obligations) and (z) Cash Management Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit commissions, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts, in each case, payable by any Loan Party or any other Subsidiary under any Loan Document and (b) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary.

"Offer" means the takeover offer (as defined in section 974 of the Companies Act 2006) by the Parent Borrower (or any other Acquiring Entity) in accordance with the City Code to acquire all of the shares in Avast that are the subject of that takeover offer (within the meaning of section 975 of the Companies Act 2006) pursuant to the Offer Documents.

"Offer Documents" means the applicable Announcement and the offer documents dispatched to shareholders of Avast setting out the terms and conditions of an Offer.

"Offered Loans" has the meaning specified in Section 2.05(d)(iii).

"Organization Documents" means (a) with respect to any corporation or company, the certificate or articles of incorporation or amalgamation, the memorandum and articles of association, any other constitutional documents, any certificates of change of name and/or the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, declaration, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Applicable Indebtedness" has the meaning specified in Section 2.05(b)(ii)(A).

"Other Relevant Rate Successor Rate" has the meaning specified in Section 3.02(c).

"Other Taxes" means all present or future stamp, registration, court or documentary Taxes and any other excise, property, intangible, mortgage recording or similar Taxes which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document, excluding, in each case, any such Tax resulting from an Assignment and Assumption or transfer or assignment to or designation of a new Applicable Lending Office or other office for receiving payments under any Loan Document (an "Assignment Tax") but only if (a) such Assignment Tax is imposed as a result of a present or former connection of the assignor or assignee with the jurisdiction imposing such Assignment Tax (other than any connection arising solely from any Loan Documents or any transactions contemplated thereby) and (b) such Assignment Tax does not arise as a result of an assignment (or designation of a new Applicable Lending Office) pursuant to a request by a Borrower under Section 3.06.

"Outstanding Amount" means (a) with respect to the Term Loans, Revolving Credit Loans and Swing Line Loans on any date, the Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans, Revolving Credit Loans (including any refinancing of outstanding Unreimbursed Amounts under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the Dollar Equivalent amount of the aggregate outstanding amount thereof on such date after giving effect to any related L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding Unreimbursed Amounts under related Letters of Credit (including any refinancing of outstanding Unreimbursed Amounts under related Letters of Credit or related L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date.

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent, the L/C Issuers, or the Swing Line Lenders, as the case may be, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent or the L/C Issuers, as the case may be, in accordance with banking industry rules on interbank compensation.

"Panel" means The Panel on Takeovers and Mergers.

"Parent Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"Participant" has the meaning specified in Section 10.07(e).

"Participant Register" has the meaning specified in Section 10.07(e).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party, any Restricted Subsidiary or any ERISA Affiliate or to which any Loan Party, any Restricted Subsidiary or any ERISA Affiliate contributes or has an obligation to contribute, or has made or been obligated to make contributions at any time during the immediately preceding six plan years.

"Permitted Acquisition" has the meaning specified in Section 7.02(j).

"Permitted Bond Hedge Transaction" means any call or capped call option (or substantively equivalent derivative transaction) on the Parent Borrower's common stock purchased by the Parent Borrower in connection with the issuance of any Convertible Indebtedness; provided that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by the Parent Borrower from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received by the Parent Borrower from the sale of such Convertible Indebtedness issued in connection with the Permitted Bond Hedge Transaction.

"Permitted Debt Exchange" has the meaning specified in Section 2.17(a).

"Permitted Debt Exchange Notes" has the meaning specified in Section 2.17(a).

"Permitted Debt Exchange Offer" has the meaning specified in Section 2.17(a).

"Permitted Equity Issuance" means any sale or issuance of any Qualified Equity Interests other than a sale or issuance that would constitute an Excluded Contribution Amount.

"Permitted Liens" means any Liens permitted by Section 7.01.

"Permitted Non-Recourse Receivables Financing" means one or more non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such non-recourse facilities) receivables purchase, factoring or other similar facilities made available to the Parent Borrower or any of its Restricted Subsidiaries on then-market terms (as reasonably determined by the Parent Borrower) in an aggregate principal amount for all such facilities, when taken with the aggregate principal amount of facilities under the definitions of "Permitted Recourse Receivables Financing"~~,~~ and "Forward Flow Financing" not exceeding the greater of (x) $~~571,000,000~~1,024,800,000 and (y) ~~25~~40% of Consolidated EBITDA as of the most recent Test Period at any time outstanding.

"Permitted Receivables Financing" means a Permitted Non-Recourse Receivables Financing or a Permitted Recourse Receivables Financing.

"Permitted Recourse Receivables Financing" means one or more receivables purchase, factoring or other similar facilities made available to the Parent Borrower or any of its Restricted Subsidiaries on then-market terms (as reasonably determined by the Parent Borrower) in an aggregate principal amount for all such facilities, when taken with the aggregate principal amount of facilities under the definition of "Permitted Non-Recourse Receivables Financing", not exceeding the greater of (x) $~~571,000,000~~1,024,800,000 and (y) ~~25~~40% of Consolidated EBITDA as of the most recent Test Period at any time outstanding.

"Permitted Refinancing" means, with respect to any Person, any modification (other than a release of such Person), refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon, plus amounts that would otherwise be permitted under Section 7.03 (with such amounts being deemed utilization of the applicable basket or exception under Section 7.03), plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, and as otherwise permitted under Section 7.03, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.03(f), such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended (provided that the foregoing requirements of this clause (b) shall not apply to any Inside Maturity Debt and any Qualifying Bridge Facility), (c) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is secured by a Lien on the Collateral, (i) the Lien securing such Indebtedness as modified, refinanced, refunded, renewed or extended shall not be senior in priority to the Lien on the Collateral securing the Indebtedness being modified, refinanced, refunded, renewed or extended unless otherwise permitted under any basket or exception under Section 7.01 (with such amounts constituting utilization of the applicable basket or exception under Section 7.01) and (ii) such Indebtedness as so modified, refinanced, refunded, renewed or extended shall not be secured by any assets of the Parent Borrower or its

Restricted Subsidiaries that does not secure the Indebtedness being modified, refinanced, refunded, renewed or extended, (d) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is unsecured, such modification, refinancing, refunding, replacement or extension shall also be unsecured unless secured by Liens that are otherwise permitted under any basket or exception under Section 7.01 (with such amounts constituting utilization of the applicable basket or exception under Section 7.01) and (e) if such Indebtedness being modified, refinanced, refunded, renewed or extended is Indebtedness permitted pursuant to Section 7.03(c), (i) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being so modified, refinanced, refunded, renewed or extended unless otherwise permitted by any basket or exception under Section 7.03 (with such amounts constituting utilization of the applicable basket or exception under Section 7.03), (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate and redemption premium) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended (other than in the case of terms (x) not materially less favorable to the Lenders than those terms and conditions hereof or (y) applying to periods after the then Latest Maturity Date or otherwise added for the benefit of the Lenders hereunder); provided that a certificate of a Responsible Officer of the Parent Borrower delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Parent Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Parent Borrower within such five (5) Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) and (iii) such modification, refinancing, refunding, renewal or extension is incurred by a Person who is the obligor of the Indebtedness being so modified, refinanced, refunded, renewed or extended, and no additional obligors become liable for such Indebtedness except to the extent permitted by any basket or exception under Section 7.03 (with such amounts constituting utilization of the applicable basket or exception under Section 7.03); provided this clause (e) shall not apply in respect of a Permitted Refinancing of the 2017 Indenture.

"Permitted Revolving Borrowing" means (a) one or more Borrowings of Revolving Credit Loans to fund (i) Transaction Expenses and (ii) working capital or general corporate purposes or (b) issuances or deemed issuances of Letters of Credit on the Acquisition Closing Date; provided that the aggregate principal amount of the Permitted Revolving Borrowing for the purpose in clause (a)(i) above shall not exceed $75,000,0000.

"Permitted Sale Leaseback" means any Sale Leaseback consummated by the Parent Borrower or any of its Restricted Subsidiaries after the Acquisition Closing Date; provided that any such Sale Leaseback that is not between (a) a Loan Party and another Loan Party or (b) a Restricted Subsidiary that is not a Loan Party and another Restricted Subsidiary that is not a Loan Party must be, in each case, consummated for fair value as determined at the time of consummation in good faith by the Parent Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Parent Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"Permitted Tax Restructuring" means any reorganizations and other activities related to tax planning and tax reorganization (as determined by the Parent Borrower in good faith) entered into on or after the date hereof so long as such Permitted Tax Restructuring does not materially impair the security interests of the Lenders and is otherwise not materially adverse to the Lenders and after giving effect to such Permitted Tax Restructuring, the Parent Borrower and its Restricted Subsidiaries otherwise comply with Section 6.10.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) on the Parent Borrower's common stock sold by the Parent Borrower substantially concurrently with any purchase by the Parent Borrower of a related Permitted Bond Hedge Transaction.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established or maintained by any Loan Party or any Restricted Subsidiary or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Plan Assets" means "plan assets" within the meaning of U.S. Department of Labor Regulation 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

"Platform" has the meaning specified in Section 6.01.

"Post-Acquisition Period" means, with respect to any Permitted Acquisition or the conversion of any Unrestricted Subsidiary into a Restricted Subsidiary, the period beginning on the date such Permitted Acquisition or conversion is consummated and ending on the last day of the twenty-four (24) months immediately following the date on which such Permitted Acquisition or conversion is consummated.

"Pro Forma Adjustment" means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, with respect to the Acquired EBITDA of the applicable Acquired Entity or Business or Converted Restricted Subsidiary or the Consolidated EBITDA of the Parent Borrower, (a) the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that is factually supportable and is expected to have a continuing impact, in each case as determined on a basis consistent with Article 11 of Regulation S-X of the Securities Act, as interpreted by the Securities and Exchange Commission and (b) additional good faith pro forma adjustments arising out of cost savings initiatives attributable to such transaction and additional costs associated with the combination of the operations of such Acquired Entity or Business or Converted Restricted Subsidiary with the operations of the Parent Borrower and its Restricted Subsidiaries, in each case being given pro forma effect, that (i) have been realized and (ii) subject to the limitations set forth in clause (a)(xi) of the definition of "Consolidated EBITDA," will be implemented following such transaction and are supportable and quantifiable and expected to be implemented within the succeeding twenty-four (24) months and, in each case, including, but not limited to, (w) reduction in personnel expenses and reduction of costs related to administrative functions, (x) revenue enhancements, (y) reductions of costs related to leased or owned properties and (z) reductions from the consolidation of operations and streamlining of corporate overhead taking into account, for purposes of determining such compliance, the historical financial statements of the Acquired Entity or Business or Converted Restricted Subsidiary and the consolidated financial statements of the Parent Borrower and its Subsidiaries, assuming such Permitted Acquisition or conversion, and all other Permitted Acquisitions or conversions

that have been consummated during the period, and any Indebtedness or other liabilities repaid in connection therewith had been consummated and incurred or repaid at the beginning of such period (and assuming that such Indebtedness to be incurred bears interest during any portion of the applicable measurement period prior to the relevant acquisition at the interest rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination); provided that, so long as such actions are initiated during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, as applicable, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, it may be assumed that such cost savings will be realizable during the entirety of such Test Period, or such additional costs, as applicable, will be incurred during the entirety of such Test Period.

"Pro Forma Basis" and "Pro Forma Effect" mean, with respect to compliance with any test hereunder for an applicable period of measurement, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement (as of the last date in the case of a balance sheet item) in such test: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Equity Interests in any Restricted Subsidiary of the Parent Borrower or any division, product line, or facility used for operations of the Parent Borrower or any of its Restricted Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction," shall be included, (b) any retirement of Indebtedness, and (c) any Indebtedness incurred or assumed by the Parent Borrower or any of its Restricted Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that, without limiting the application of the Pro Forma Adjustment pursuant to clause (A) above, the foregoing pro forma adjustments may be applied to any such test solely to the extent that such adjustments are consistent with the definition of "Consolidated EBITDA" and give effect to events (including operating expense reductions) that are (as determined by the Parent Borrower in good faith) (i)(x) directly attributable to such transaction, (y) expected to have a continuing impact on the Parent Borrower and its Restricted Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of "Pro Forma Adjustment."

"Proposed Discounted Prepayment Amount" has the meaning specified in Section 2.05(d)(ii).

"Public Lender" has the meaning specified in Section 6.01.

"QFC" has the meaning specified in Section 10.27(b),

"QFC Credit Support" has the meaning specified in Section 10.27 hereof.

"Qualified Equity Interests" means any Equity Interests of the Parent Borrower that are not Disqualified Equity Interests.

"Qualifying Bridge Facility" means customary bridge loans, so long as any loans, notes, securities or other Indebtedness for which such bridge loans are exchanged, replaced or converted satisfy (or will satisfy at the time of such exchange, replacement or conversion) any otherwise applicable requirements.

"Qualified Jurisdiction" means each of (i) the United States and Luxembourg, (ii) solely in respect of any Additional Borrower under the Revolving Credit Facility, England & Wales and Ireland, and (iii) any

other jurisdiction reasonably acceptable to each Lender providing, making or maintaining Commitments or loans to any Additional Borrower organized in such jurisdiction.

"Qualifying Lenders" has the meaning specified in Section 2.05(d)(iv).

"Qualifying Loans" has the meaning specified in Section 2.05(d)(iv).

"Qualifying Term Loans" has the meaning specified in Section 2.14(b).

"Quarterly Capital Return" means an amount equal to $~~0.20~~0.40 per common share of the Parent Borrower's common stock as of the Acquisition Closing Date after giving effect to all common shares issued in connection with the Transactions (as such amount shall be appropriately adjusted for any stock splits, stock dividends, reverse stock splits, stock consolidations or other similar transactions) (including each common share issuable pursuant to the Parent Borrower's 2.0% convertible senior notes due 2022, to the extent actually issued) each fiscal quarter of the Parent Borrower occurring during the period this Agreement is in effect.

"Refinancing Revolving Commitments" means Incremental Revolving Commitments that are designated by a Responsible Officer of the Parent Borrower as "Refinancing Revolving Commitments" in a certificate of a Responsible Officer of the Parent Borrower delivered to the Administrative Agent on or prior to the date of incurrence; provided that (i) any Refinancing Revolving Commitments shall not be in a principal amount that exceeds the amount of Revolving Credit Commitments so refinanced, except to the extent a different incurrence basket pursuant to Section 7.03 is utilized plus an amount equal to any fees, expenses, commissions, underwriting discounts and premiums payable in connection with such Refinancing Revolving Commitments, (ii) to the extent applicable, an Acceptable Intercreditor Agreement is entered into, (iii) any Refinancing Revolving Commitment does not mature prior to the maturity date of or have scheduled amortization or commitment reductions prior to the maturity date of the Revolving Credit Commitments being refinanced, (iv) such Refinancing Revolving Commitments have the same guarantors as the Revolving Credit Commitments being refinanced unless such guarantors substantially concurrently guarantee the Obligations, (v) such Refinancing Revolving Commitments are secured by the same assets as the Revolving Credit Commitments being refinanced unless such assets substantially concurrently secure the Obligations and (vi) the terms and conditions of such Refinancing Revolving Commitments (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the Maturity Date of the Loans or Commitments being refinanced) shall reflect market terms and conditions at the time of incurrence or issuance (as reasonably determined by the Parent Borrower in good faith) and (vii) if such Refinancing Revolving Commitments contain any financial maintenance covenants, such covenants shall be added for the benefit of the Revolving Credit Lenders.

"Refinancing Term Loans" means Incremental Term Loans and/or Incremental Equivalent Debt that are designated by a Responsible Officer of the Parent Borrower as "Refinancing Term Loans" in a certificate of a Responsible Officer of the Parent Borrower delivered to the Administrative Agent on or prior to the date of incurrence provided that (i) any Refinancing Term Loans shall not be in a principal amount that exceeds the amount of Term Loans so refinanced, except to the extent a different incurrence basket pursuant to Section 7.03 is utilized plus an amount equal to any fees, expenses, commissions, underwriting discounts and premiums payable in connection with such Refinancing Term Loans, (ii) to the extent applicable, an Acceptable Intercreditor Agreements is entered into, (iii) other than with respect to any Inside Maturity Debt and any Qualifying Bridge Facility, any Refinancing Term Loans do not mature prior to the maturity date of or have a shorter Weighted Average Life to Maturity prior to the

Terms Loans being refinanced, (iv) such Refinancing Term Loans have the same guarantors as the Term Loans being refinanced unless such guarantors substantially concurrently guarantee the Obligations, (v) such Refinancing Term Loans are secured by the same assets as the Term Loans being refinanced unless such assets substantially concurrently secure the Obligations, (vi) the terms and conditions of such Refinancing Term Loans (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the Maturity Date of the Loans or Commitments being refinanced) shall reflect market terms and conditions at the time of incurrence or issuance (as reasonably determined by the Parent Borrower in good faith) and (v) if such Refinancing Term Loans contain any financial maintenance covenants, such covenants shall be added for the benefit of the Term Lenders.

"Register" has the meaning specified in Section 10.07(d).

"Regulatory Authority" has the meaning specified in Section 10.08.

"Rejection Notice" has the meaning specified in Section 2.05(b)(v).

"Release" means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection, migration or leaching on, into or through the Environment or into, from or through any building, structure or facility.

"Relevant Governmental Body" means (a) with respect to Loans denominated in Dollars, the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York, (b) with respect to Loans denominated in Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (c) with respect to Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, and (d) with respect to Loans denominated in any other Available Currency, (i) the central bank for the currency in which such Loan is denominated or any central bank or other supervisor which is responsible for supervising either (x) such Successor Rate or (y) the administrator of such Successor Rate or (ii) any working group or committee officially endorsed or convened by (w) the central bank for the currency in which such Successor Rate is denominated, (x) any central bank or other supervisor that is responsible for supervising either (A) such Successor Rate or (B) the administrator of such Successor Rate, (y) a group of those central banks or other supervisors or (z) the Financial Stability Board or any part thereof.

"Relevant Rate" means with respect to any Credit Extension denominated in (a) Dollars, Term SOFR, (b) Sterling, SONIA or (c) Euros, EURIBOR, as applicable; provided that if the Relevant Rate plus the SOFR Adjustment or the SONIA Adjustment, as applicable, (i) shall be less than 0.00% per annum with respect to Initial Term Loans and the Second Amendment Incremental Term B Loans, such rate shall be deemed to be 0.00% per annum for purposes of this Agreement, (ii) shall be less than 0.50% per annum with respect to Tranche B-1 Term Loans, such rate shall be deemed to be 0.50% per annum for purposes of this Agreement and (iii) shall be less than 0.00% per annum with respect to Revolving Credit Loans, such rate shall be deemed to be 0.00% per annum for purposes of this Agreement.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the otherwise applicable notice period has been waived by regulation or otherwise by the PBGC.

"Repricing Transaction" means, with respect to the Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, other than in connection with a Change of Control or Transformative Acquisition, (a) any prepayment or repayment of Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, as applicable, with the proceeds of, or any conversion of Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, as applicable, into,

any new or replacement tranche of term loans secured by a Lien on the Collateral that ranks *pari passu* with the Liens securing the Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, as applicable, bearing interest with an Effective Yield less than the Effective Yield applicable to the Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, as applicable, (b) any amendment (including pursuant to a replacement term loan as contemplated by Section 10.01) to the Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans which reduces the Effective Yield applicable to the Tranche B-1 Term Loans and/or the Second Amendment Incremental Term B Loans, as applicable, and (c) any mandatory assignment by a Non-Consenting Lender pursuant to Section 3.06 in connection with an event described in clause (a) or (b) above; provided that in the case of clauses (a) and (b), the primary purpose of such prepayment, repayment or amendment is to reduce the Effective Yield as set forth above.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Term Loans or Revolving Credit Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), (b) aggregate unused Term Commitments and (c) aggregate unused Revolving Credit Commitments; provided that the unused Term Commitment and unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Pro Rata Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the aggregate (a) outstanding Term A Loans and unused Term A Commitments and (b) the Revolving Credit Commitments or, after the termination of the Revolving Credit Commitments, the Revolving Credit Exposure; provided that the unused Term A Commitments, unused Revolving Credit Commitment and the Revolving Credit Exposure held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Pro Rata Lenders.

"Required Revolving Credit Lenders" means, as of any date of determination, Lenders having more than 50% in the aggregate of (a) the Revolving Credit Commitments or (b) after the termination of the Revolving Credit Commitments, the Revolving Credit Exposure; provided that the Revolving Credit Commitment and the Revolving Credit Exposure of any Defaulting Lender shall be excluded for the purposes of making a determination of Required Revolving Credit Lenders.

"Rescindable Amount" has the meaning specified in Section 9.16.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, or other similar officer or director of a Loan Party and, as to any document delivered on the Acquisition Closing Date, any secretary or assistant secretary of a Loan Party and, solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable

Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restatement Agreement" means the restatement agreement to the Existing Credit Agreement, dated as of the Restatement Date, by and among the Parent Borrower, the Subsidiary Guarantors, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Resigning Administrative Agent (as defined therein) and Bank of America, as Successor Administrative Agent (as defined therein). "Restatement Date" has the meaning set forth in the Restatement Agreement.

"Restricted Casualty Event" has the meaning specified in Section 2.05(b)(vii).

"Restricted Disposition" has the meaning specified in Section 2.05(b)(vii).

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest in the Parent Borrower or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the holders of Equity Interests of the Parent Borrower.

"Restricted Subsidiary" means any Subsidiary of the Parent Borrower other than an Unrestricted Subsidiary.

"Retained Declined Proceeds" has the meaning specified in Section 2.05(b)(v).

"Revaluation Date" means (a) with respect to any Revolving Credit Loan, each of the following: (i) each date of a Borrowing of an Alternative Revolver Currency Loan, (ii) with respect to an Alternative Revolver Currency Daily Rate Loan, the Interest Payment Date, (iii) each date of a continuation of a Term SOFR Loan or Alternative Revolver Currency Term Rate Loan pursuant to Section 2.02, and (iv) such additional dates as the Administrative Agent shall determine or the Required Revolving Credit Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative L/C Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof, (iii) each date of any payment by the applicable L/C Issuer under any Letter of Credit denominated in an Alternative L/C Currency and (iv) such additional dates as the Administrative Agent or the applicable L/C Issuer shall determine or the Required Revolving Credit Lenders shall require.

"Revolving Credit Borrowing" means a borrowing consisting of Revolving Credit Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Term SOFR Loans or Alternative Revolver Currency Term Rate Loans, as applicable, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(b).

"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrowers pursuant to Section 2.01(b) or Section 2.03, as applicable, (b) purchase participations in L/C Obligations in respect of Letters of Credit and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule ~~2.01(b)~~II in the Third Amendment under the caption "Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in

accordance with this Agreement. The aggregate Revolving Credit Commitments of all Revolving Credit Lenders shall be $1,500,000,000 on the ~~Acquisition Closing~~Third Amendment Effective Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.

"Revolving Credit Commitment Increase" has the meaning specified in Section 2.14(a).

"Revolving Credit Exposure" means, as to each Revolving Credit Lender at any time, the sum of (a) the outstanding principal amount of all Revolving Credit Loans held by such Revolving Credit Lender (or its Applicable Lending Office), (b) such Revolving Credit Lender's Applicable Percentage of the L/C Obligations and (c) such Revolving Credit Lender's Applicable Percentage of the Swing Line Obligations.

"Revolving Credit Facility" means the Revolving Credit Commitments, including any Revolving Credit Commitment Increase, each Extension of Revolving Credit Commitments, each Refinancing Revolving Commitments and the Credit Extensions made thereunder.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment or that holds Revolving Credit Loans at such time.

"Revolving Credit Loan" has the meaning specified in Section 2.01(d).

"Revolving Credit Note" means a promissory note of any Borrower or Borrowers payable to any Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit C-2 hereto, evidencing the aggregate Indebtedness of the such Borrower or Borrowers to such Revolving Credit Lender resulting from the Revolving Credit Loans made by such Revolving Credit Lender.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Sale Leaseback" means any transaction or series of related transactions pursuant to which the Parent Borrower or any of its Restricted Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, (b) with respect to disbursements and payments in Euro, same day or other funds as may be determined by the Administrative Agent to be customary in the place of disbursement or payment for the settlement of international banking transactions in Euro and (c) with respect to disbursements and payments in an Alternative L/C Currency, same day or other funds as may be determined by the applicable L/C Issuer to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative L/C Currency.

"Sanctions Laws and Regulations" means any sanctions or related requirements imposed by the USA PATRIOT Act, the Executive Order No. 13224 of September 23, 2001, entitled Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 *et seq*.), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq*.), the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 or the Iran Sanctions Act, Section 1245 of the National Defense Authorization Act of 2012, all as

amended, or any of the foreign assets control regulations (including but not limited to 31 C.F.R., Subtitle B, Chapter V, as amended) or any other law or executive order relating thereto administered by the U.S. Department of the Treasury Office of Foreign Assets Control or the U.S. Department of State in effect or enacted in the United States on or after the date of this Agreement, or any other applicable sanctions laws or regulations of the United Nations Security Council, the European Union, His Majesty's Treasury, or the Hong Kong Monetary Authority.

"Scheduled Unavailability Date" has the meaning specified in Section 3.02(c)(ii).

"Scheme" means the scheme of arrangement effected pursuant to part 26 of the Companies Act 2006 to be proposed by Avast to its shareholders to implement the Acquisition pursuant to which the relevant Acquiring Entity will, subject to the occurrence of the Scheme Effective Date, become the holder of the shares in Avast that are the subject of that scheme of arrangement.

"Scheme Circular" means the circular (including any supplemental circular) dispatched by Avast to shareholders of Avast setting out the resolutions and proposals for and the terms and conditions of the Scheme.

"Scheme Documents" means each of (i) the applicable Announcement, (ii) the Scheme Circular, (iii) the Court Order and (iv) any other documents distributed by or on behalf of the Acquiring Entity to holders of the Avast shares in connection with the Scheme.

"Scheme Effective Date" means the date on which the Court Order sanctioning the Scheme is duly delivered on behalf of Avast to the Registrar of Companies in accordance with section 899 of the Companies Act 2006.

"SEC" means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

"Second Amendment" means that certain Second Amendment to Amended and Restated Credit Agreement, dated as of the Second Amendment Effective Date, by and among the Parent Borrower, the other Loan Parties party thereto, the Second Amendment Incremental Term B Loan Lenders and the Administrative Agent.

"Second Amendment Effective Date" means April 16, 2025, the date of the effectiveness of the Second Amendment.

"Second Amendment Incremental Term B Loan Commitment" means, in the case of the Second Amendment Incremental Term B Loan Lenders on the Second Amendment Effective Date, the amount set forth opposite the applicable Second Amendment Incremental Term B Loan Lender's name on Schedule A to Second Amendment as such Second Amendment Incremental Term B Loan Lender's Second Amendment Incremental Term B Loan Commitment. The aggregate amount of the Second Amendment Incremental Term B Loan Commitments as of the Second Amendment Effective Date is $750,000,000.

"Second Amendment Incremental Term B Loan Lenders" means Lenders with a Second Amendment Incremental Term B Loan Commitment or an outstanding Second Amendment Incremental Term B Loan.

"Second Amendment Incremental Term B Loans" means the Incremental Term Loans established pursuant to Section 1 of Second Amendment on the Second Amendment Effective Date.

"Second Amendment Lead Arrangers" has the meaning given to such term in the Second Amendment.

"Second Amendment Transactions" has the meaning assigned to such term in Second Amendment.

"Secured Hedge Agreement" means any Swap Contract that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank.

"Secured Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Total Debt that is secured by a Lien on the Collateral as of the last day of such Test Period to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the L/C Issuers, the Swing Line Lender, the Hedge Banks, the Cash Management Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.02.

"Securities Act" means the Securities Act of 1933.

"Security Agreement" means the Amended and Restated Security Agreement executed by the Loan Parties on the Restatement Date substantially in the form of Exhibit H hereto as supplemented by any Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Security Agreement Supplement" means a supplement to any Security Agreement as contemplated by such Security Agreement.

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" with respect to Daily Simple SOFR means 0.10%; and with respect to Term SOFR means 0.10% for an Interest Period of one-month's duration, 0.15% for an Interest Period of three-months' duration, and 0.25% for an Interest Period of six-months' duration. For the avoidance of doubt, there is no SOFR Adjustment with respect to Tranche B-1 Term Loans ~~or~~, the Second Amendment Incremental Term B Loans, the Extended Term A Loans or the Revolving Credit Loans.

"Sold Entity or Business" has the meaning specified in clause (b)(iv) of the definition of the term "Consolidated EBITDA."

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (i) the fair value of the property of such Person is greater than the total amount of debts and liabilities, contingent, subordinated or otherwise, of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the liability of such Person on its debts as they become absolute and matured, (iii) such Person will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (iv) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital; provided that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

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

"SONIA Adjustment" means, with respect to SONIA, 0.1193% per annum.

"SPC" has the meaning specified in Section 10.07(h).

"Specified Communications" has the meaning specified in Section 10.02(g).

"Specified Dispositions" means one or more Dispositions of non-core assets having an aggregate fair market value (as determined in good faith by the Parent Borrower) that is not in excess of $300,000,000.

"Specified Event of Default" means an Event of Default pursuant to Sections 8.01(a), 8.01(f) or 8.01(g) (in the case of Section 8.01(f) or 8.01(g), with respect to the Borrowers).

"Specified Representations" means the representations and warranties of the Borrowers set forth in Sections 5.01(a) (solely as it relates to the Borrowers), 5.01(b)(ii), 5.02(a) (related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder), 5.02(b)(i) (related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder), 5.04, 5.12, 5.15, 5.16) and 5.18 (limited to the use of proceeds of the Loans on the Acquisition Closing Date).

"Specified Transaction" means any Investment, Disposition, incurrence or repayment of Indebtedness, Restricted Payment, Subsidiary designation, Incremental Term Loan or Incremental Revolving Commitments, Extended Term Loans or Extended Revolving Credit Commitments that by the terms of this Agreement requires such test to be calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect"; provided that any increase in the Revolving Credit Commitment above the Revolving Credit Commitments in effect on the Acquisition Closing Date, for purposes of this "Specified Transaction" definition, shall be deemed to be fully drawn; provided, further, that at the Parent Borrower's sole election, any such Specified Transaction (other than a Restricted Payment) having an aggregate value of less than $50,000,000 shall not be calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect"; provided, further, that the combined amount of all Specified Dispositions not calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect" pursuant to the immediately preceding proviso shall not exceed $100,000,000 in aggregate value for any Test Period.

"Spot Rate" means, in relation to the conversion of one currency into another currency, the rate determined by the Administrative Agent or the L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and provided, further, that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative L/C Currency.

"Springing Maturity Date" means any date that is (i) 91 days prior to the stated maturity date of the Parent Borrower's 6.75% senior notes due 2027 (and, if such notes have been refinanced prior to such stated maturity date, 91 days prior to the maturity date of any such refinancing debt in respect thereof that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date) (the 6.75% senior notes due 2027 and any such refinancing debt that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date, the "Existing 2027 Notes") then outstanding, (ii) 91 days prior to the stated maturity date of the Parent Borrower's Tranche B-1 Term Loans (and, if such loans have been refinanced prior to such stated maturity date, 91 days prior to the maturity date of any such refinancing debt in respect thereof that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date) (the Tranche B-1 Term Loans and any such refinancing debt that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date, "Existing Term B Loans") then outstanding or (iii) 91 days prior to the stated maturity date of the Parent Borrower's 7.125% senior notes due 2030 (and, if such notes have been refinanced prior to such stated maturity date, 91 days prior to the maturity date of any such refinancing debt in respect thereof that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date) (the 7.125% senior due 2030 and any such refinancing debt that matures earlier than 91 days after the five year anniversary of the Third Amendment Effective Date, "Existing 2030 Notes") then outstanding.

"Squeeze-Out" means an acquisition of the outstanding shares in Avast that the Acquiring Entity has not acquired pursuant to the procedures contained in sections 979 to 982 of the Companies Act 2006.

"Sterling", "GBP" and "£" mean the lawful currency of the United Kingdom.

"Sterling Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in Sterling as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Sterling with Dollars.

"Subordinated Debt" means Indebtedness incurred by a Loan Party that is subordinated in right of payment to the prior payment of all Obligations of such Loan Party under the Loan Documents.

"Subordinated Debt Documents" means any agreement, indenture or instrument pursuant to which any Subordinated Debt is issued, in each case as amended to the extent permitted under the Loan Documents.

"Subsidiary" of a Person means a corporation, company, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Parent Borrower.

"Subsidiary Guarantor" means, collectively, the Subsidiaries of the Parent Borrower that are Guarantors.

"Successor Borrower" has the meaning specified in Section 7.04(d).

"Successor Rate" has the meaning specified in Section 3.02(c).

"Supplemental Administrative Agent" has the meaning specified in Section 9.13(a) and "Supplemental Administrative Agents" shall have the corresponding meaning.

"Supported QFC" has the meaning specified in Section 10.27 hereof.

"Surviving Indebtedness" means (i) Indebtedness of the Parent Borrower or any of its Subsidiaries outstanding immediately after giving effect to this Agreement and (ii) Indebtedness in respect of the 6.750% senior notes due 2027 and the 7.125% senior notes due 2030 to be issued on September 19, 2022.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, ~~and~~ (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement and (c) without duplication, Permitted Bond Hedge Transactions and Permitted Warrant Transactions.

"Swap Obligation" means any obligation of any Guarantor to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a) above, the amount(s) determined as the mark to market value(s) for such Swap Contracts, as determined by the Hedge Bank (or the Parent Borrower, if no Hedge Bank is party to such Swap Contract) in accordance with the terms thereof and in accordance with customary methods for calculating mark-to-market values under similar arrangements by the Hedge Bank (or the Parent Borrower, if no Hedge Bank is party to such Swap Contract).

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Lender" means Bank of America, in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"Swing Line Loan" has the meaning specified in Section 2.04(a).

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit B or such other form as approved by the Administrative Agent (including any form on an electronic platform or transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrowers.

"Swing Line Obligations" means, as at any date of determination, the aggregate principal amount of all Swing Line Loans outstanding.

"Swing Line Sublimit" means an amount equal to the lesser of (a) $50,000,000 and (b) the aggregate principal amount of the Revolving Credit Commitments. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

"Swiss Franc" means the lawful currency of Switzerland.

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

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

"Taxes" means all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings (including backup withholding) or similar charges imposed by any Governmental Authorities, and all liabilities (including additions to tax, penalties and interest) with respect thereto.

"Term A Commitments" means an Initial Tranche A Term Commitment, Initial Tranche A Bridge Commitment, the commitments in respect of any Extended Term A Loans or a commitment in respect of any applicable Incremental Term Loans, as the context may require.

"Term A Facility" means the Tranche A Term Commitments, Tranche A Bridge Commitments, the commitments in respect of any Extended Term A Loans and the respective Credit Extensions made thereunder.

"Term A Loans" means the Tranche A Term Loans, Tranche A Bridge Loans ~~and~~, any applicable Extended Term Loans relating to any Tranche A Bridge Loans and the Extended Term A Loans.

"Term B Commitments" means an Initial Tranche B Term Commitment, the Tranche B-1 Term Commitments, the Second Amendment Incremental Term B Loan Commitments or a commitment in respect of any applicable Incremental Term Loans, as the context may require.

"Term B Facility" means the Initial Tranche B Term Commitments, Tranche B-1 Term Commitments, the Second Amendment Incremental Term B Loan Commitments and the Credit Extensions made thereunder.

"Term Borrowing" means a Borrowing in respect of a Class of Term Loans.

"Term Commitments" means an Initial Term Commitment, Tranche B-1 Term Commitment, the Second Amendment Incremental Term B Loan Commitment or a commitment in respect of any Incremental Term Loans or any combination thereof, as the context may require.

"Term Lender" means, at any time, any Lender that has a Term Loan or a Term Commitment at such time.

"Term Loan Standstill Period" has the meaning specified in Section 8.01(b).

"Term Loans" means the Term A Loans and Tranche B Term Loans.

"Term Note" means a promissory note of any Borrower or Borrowers payable to any Lender or its registered assigns, in substantially the form of Exhibit C-1 hereto with appropriate insertions, evidencing the aggregate Indebtedness of such Borrower or Borrowers to such Lender resulting from any Class of Term Loans made by such Lender.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that if the Term SOFR determined in accordance with either of the foregoing clauses (a) or (b) of this definition would otherwise be less than (a) 0.50% solely with respect to the Tranche B-1 Term Loans, then the Term SOFR shall be deemed 0.50% per annum for Tranche B-1 Term Loans, and (b) 0.00% solely with respect to the Second Amendment Incremental Term B Loans, the ~~Initial Tranche~~Extended Term A Loans and the Revolving Credit Loans, then Term SOFR shall be deemed 0.00% per annum for the Second Amendment Incremental Term B Loans, the ~~Initial Tranche~~Extended Term A Loans and the Revolving Credit Loans.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Term SOFR".

"Term SOFR Replacement Date" has the meaning specified in Section 3.02(c).

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Term SOFR Successor Rate" has the meaning specified in Section 3.02(c).

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Parent Borrower ending on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.01(a) or 6.01(b).

"Third Amendment" means that certain Third Amendment to Amended and Restated Credit Agreement, dated as of the Third Amendment Effective Date, by and among the Parent Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

"Third Amendment Effective Date" means March 27, 2026, the date of the effectiveness of the Third Amendment.

"Third Amendment Lead Arrangers" has the meaning given to such term in the Third Amendment.

"Threshold Amount" means $~~400,000,000~~750,000,000.

"Total Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Total Debt as of the last day of such Test Period, minus, solely in the case of determining the Total Leverage Ratio for purposes of clause (a) of the definition of "Applicable Rate", cash and Cash Equivalents of the Parent Borrower and its Restricted Subsidiaries in an amount not to exceed 25% of Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"Tranche A Bridge Commitments" means, as to each Lender, its obligation to make an Tranche A Bridge Loans to the Parent Borrower pursuant to Section 2.01(b) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Tranche A Bridge Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Tranche A Bridge Commitments is $750,000,000 (the "Initial Tranche A Bridge Commitments").

"Tranche A Bridge Loans" means the Initial Tranche A Bridge Loans and any applicable Incremental Term Loans and the Extended Term Loans.

"Tranche A Term Commitments" means, as to each Lender, its obligation to make an Tranche A Term Loans to the Parent Borrower pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Tranche A Term Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Tranche A Term Commitments is $3,910,000,000.00 (the "Initial Tranche A Term Commitments").

"Tranche A Term Loans" means the Initial Tranche A Term Loans and any applicable Incremental Term A Loans and Extended Term Loans relating to any Tranche A Term Loans.

"Tranche B-1 Term Commitments" means (i) with respect to each Converting Term Lender, the commitment of such Lender to convert its Existing Initial Tranche B Term Loans for an equal or lesser aggregate principal amount of Tranche B-1 Term Loans on the First Amendment Effective Date pursuant to the First Amendment and (ii) with respect to the Additional Tranche B-1 Term Lender, its Additional Tranche B-1 Term Commitment, in each case, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Tranche B-1 Term Commitments is $2,443,875,000.00.

"Tranche B-1 Term Lender" means, at any time, any Lender that has an Tranche B-1 Term Commitment or an Tranche B-1 Term Loan at such time.

"Tranche B-1 Term Loans" means, (i) the Additional Tranche B-1 Term Loans and (ii) any Term Loans converted from Existing Initial Tranche B Term Loans into Tranche B-1 Term Loans pursuant to Section 2.01(e). As of the First Amendment Effective Date, the aggregate principal amount of Tranche B-1 Term Loans outstanding is $2,443,875,000.00.

"Tranche B Term Loans" means the Initial Tranche B Term Loans, the Tranche B-1 Term Loans, the Second Amendment Incremental Term B Loans and any applicable Incremental Term B Loans and

Extended Term Loans relating to any Tranche B-1 Term Loans or Second Amendment Incremental Term B Loans.

"Transactions" means, collectively, as applicable, (a) the Agreement, (b) the Acquisition and other transactions contemplated by the Co-operation Agreement, (c) the Avast Refinancing, (d) the funding of the Initial Tranche A Term Loans, Initial Tranche A Bridge Loans, Acquisition Revolving Borrowing and Initial Tranche B Term Loans on the Acquisition Closing Date and the execution and delivery of Loan Documents to be entered into on the Acquisition Closing Date, as applicable, and (e) the payment of Transaction Expenses earned, due and payable on the Acquisition Closing Date.

"Transaction Expenses" means any fees or expenses incurred or paid by the Parent Borrower or any Restricted Subsidiary in connection with the Transaction and the transactions contemplated in connection therewith.

"Transformative Acquisition" means any acquisition or investment by any Borrower or any Restricted Subsidiary that is (a) for an aggregate consideration in excess of $2,750,000,000 or (b) either (i) not permitted hereunder immediately prior to the consummation of such acquisition or (ii) if permitted by the terms hereunder immediately prior to the consummation of such acquisition or investment, this Agreement would not provide the Parent Borrower and its Restricted Subsidiaries with adequate flexibility for the continuation and/or expansion of their combined operations following such consummation or acquisition, as determined by the Parent Borrower acting in good faith.

"Type" means, with respect to a Loan, its character as a Base Rate Loan, a Term SOFR Loan or an Alternative Revolver Currency Loan.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce ("ICC") Publication No. 600 (or such later version thereof as may be in effect at the time of issuance).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Undisclosed Administration" means in relation to a Lender or its parent company the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"United States" and "U.S." mean the United States of America.

"United States Tax Compliance Certificate" has the meaning specified in Section 3.01(f)(ii)(C).

"Unreimbursed Amount" has the meaning specified in Section 2.03(c)(i).

"Unrestricted Cash" means, on any date of determination, the amount of cash and Cash Equivalents of the Parent Borrower and its Restricted Subsidiaries that is (or would be) included on the consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries prepared as of such date in accordance with GAAP and not identified on such balance sheet date as "restricted".

"Unrestricted Incremental Amount" means, with respect to the incurrence or issuance of Incremental Facilities or Incremental Equivalent Debt, an amount not to exceed the greater of (x) $~~2,284,000,000~~2,562,000,000 and (y) 100% of Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for the most recently ended Test Period (calculated on a Pro Forma Basis), in the aggregate for all such incurrences or issuances after the Acquisition Closing Date.

"Unrestricted Subsidiary" means (i) each Subsidiary of the Parent Borrower listed on Schedule 1.01B, (ii) any Subsidiary of the Parent Borrower designated by the Parent Borrower as an Unrestricted Subsidiary pursuant to Section 6.13 subsequent to the date hereof and (iii) any Subsidiary of an Unrestricted Subsidiary.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"U.S. Special Resolution Regimes" has the meaning specified in Section 10.27 hereof.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"Voluntary Prepayment Amount" has the meaning specified in Section 2.14(a).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness.

"Wholly Owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

(b) Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(1) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(2) The term "including" is by way of example and not limitation.

(3) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(d) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(e) All references to "in the ordinary course of business" of the Parent Borrower or any Subsidiary thereof means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of the Parent Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of the Parent Borrower and its Subsidiaries in the United States or any other jurisdiction in which the Parent Borrower or any Subsidiary does business, as applicable, or (iii) generally consistent with the past or current practice of the Parent Borrower or such Subsidiary, as applicable, or any similarly situated businesses in the United States or any other jurisdiction in which the Parent Borrower or any Subsidiary does business, as applicable.

(c) Accounting Terms.

(i) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the Parent Borrower's prior audited financial statements, except as otherwise specifically prescribed herein.

(ii) Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test contained in this Agreement with respect to any period during which any

Specified Transaction occurs, the Total Leverage Ratio, the First Lien Leverage Ratio and the Secured Leverage Ratio shall be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis.

(iii) Where reference is made to "the Parent Borrower and its Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of the Parent Borrower other than Restricted Subsidiaries.

(iv) In the event that the Parent Borrower elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the "Accounting Changes") in this Agreement, the Parent Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement (including the levels applicable herein to any computation of the Total Leverage Ratio, Secured Leverage Ratio and the First Lien Leverage Ratio) so as to reflect equitably the Accounting Changes with the desired result that the criteria for evaluating the Parent Borrower's financial condition shall be substantially the same after such change as if such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrowers, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with GAAP (as determined in good faith by a Responsible Officer of the Parent Borrower) (it being agreed that the reconciliation between GAAP and IFRS used in such determination shall be made available to Lenders) as if such change had not occurred.

(d) Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

(e) References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted by any Loan Document; (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law; and (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(f) Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

(g) Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

(h) Currency Equivalents Generally.

(i) Any amount specified in this Agreement (other than in Article II, Article IX and Article X or as set forth in paragraph (b), (c) or (d) of this Section) or any of the other Loan Documents to be in Dollars shall also include the Dollar Equivalent of such amount in any currency other than Dollars. The Administrative Agent or the applicable L/C Issuer, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating such Dollar Equivalent amounts of Credit Extensions and Outstanding Amounts denominated in an Alternative Currency. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Notwithstanding the foregoing, for purposes of determining compliance with Sections 7.01, 7.02 and 7.03 with respect to any amount of any Liens, Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or Investment is incurred; provided that, for the avoidance of doubt, the foregoing provisions of this Section 1.08 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred at any time under such Sections.

(ii) For purposes of determining compliance under Sections 7.02, 7.05 and 7.06, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating net income in the Parent Borrower's annual financial statements delivered pursuant to Section 6.01(a); provided, however, that the foregoing shall not be deemed to apply to the determination of any amount of Indebtedness.

(iii) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Term SOFR Loan or an Alternative Revolver Currency Loan, as applicable, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing or Term SOFR Loan or Alternative Revolver Currency Loan, as applicable, is denominated in Euro or Sterling, such amount shall be the Euro Equivalent of such Dollar amount or, as applicable, the Sterling Equivalent of such Dollar amount (rounded to the nearest euro cent or, as applicable, penny Sterling, with 0.5 of a euro cent or penny Sterling being rounded upward), as determined by the Administrative Agent.

(iv) Wherever in this Agreement in connection with the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Letter of Credit is denominated in an Alternative L/C Currency, such amount shall be the relevant Alternative L/C Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative L/C Currency, with 0.5 of a unit being rounded upward), as determined by the applicable L/C Issuer.

(i) Certain Calculations and Tests.

(i) Notwithstanding anything in this Agreement or any Loan Document to the contrary, when calculating any applicable ratio or other financial calculation or determining other compliance with this Agreement (including the determination of compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom or accuracy of representations and warranties) in connection with a Specified Transaction undertaken in connection with the consummation of a Limited Condition Transaction, the date of determination of such ratio or other financial calculation or other applicable covenant and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom or accuracy of representations and warranties or other applicable covenant, shall, at the option of the Parent Borrower (the Parent Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), be deemed to be in the case of a LCT Election, either (A) the date that the definitive agreements for such Limited Condition Transaction are entered into or (B) solely in connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers (the "City Code") applies, the date on which a "Rule 2.7 announcement" of a firm intention to make an offer in respect of a target company is made in compliance with the City Code or, at the election of the Parent Borrower, any other date thereafter (any such date, the "LCT Test Date"), and if, after such ratios and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other Specified Transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCT Test Date, the Parent Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratios and provisions, such provisions shall be deemed to have been complied with. For the avoidance of doubt, (x) if any of such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA of the Parent Borrower) at or prior to the consummation of the relevant Limited Condition Transaction, such ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Transaction or related Specified Transactions. If the Parent Borrower has made an LCT Election for any Limited Condition Transaction then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Specified Transaction on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated, or the date that the definitive agreement for, or "Rule 2.7 announcement" in respect of, as applicable, such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such

Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

(ii) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, pro forma compliance with any First Lien Leverage Ratio test, any Total Leverage Ratio test, and/or Secured Leverage Ratio test) (any such amounts, the "Fixed Amounts") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"), it is understood and agreed that (i) the Fixed Amounts (and any cash proceeds thereof) and (ii) any Indebtedness resulting from borrowings under the Revolving Credit Facility which occur concurrently or substantially concurrently with the incurrence of the Incurrence Based Amounts shall in each case be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence.

(iii) Notwithstanding anything to the contrary herein, for purposes of the covenants described in Article VII, if any Indebtedness, Lien, Investment, Disposition, Restricted Payment or repayment of Subordinated Debt (or a portion thereof) would be permitted pursuant to one or more provisions described therein, the Parent Borrower may divide and classify such Indebtedness, Liens, Investments, Disposition, Restricted Payment or repayment of Subordinated Debt (or a portion thereof) in any manner that complies with the covenants set forth in Article VII, and may later divide and reclassify any such Indebtedness, Lien, Investment, Disposition, Restricted Payment or repayment of Subordinated Debt so long as the Indebtedness, Lien, Investment, Disposition, Restricted Payment or repayment of Subordinated Debt (as so redivided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such redivision or reclassification; provided that any such divisions, classifications, redivisions and/or reclassifications shall only be permitted within a specific type of covenant, and not, for the avoidance of doubt, across different types of covenants.

(j) Alternative Currencies.

(i) The Borrowers may from time to time request that Letters of Credit or Revolving Credit Loans be issued in a currency other than those specifically listed in the definition of "Alternative L/C Currency" or "Alternative Revolver Currency", as applicable; provided that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. Such request shall be subject to the approval of the Administrative Agent and the applicable L/C Issuer and the Revolving Credit Lenders under the applicable tranche; provided that such approval may require, without limitation, that a condition to the issuance of a Letter of Credit denominated in such additional Alternative L/C Currency or the making of a Revolving Credit Loan denominated in such additional Alternative Revolver Currency, as applicable, shall be that there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which, in the reasonable opinion of the Administrative Agent or the relevant L/C Issuer or Revolving Credit Lender, as applicable, would make it impracticable for such L/C Credit Extension or Revolving Credit Loan, as applicable, to be denominated in the relevant Alternative L/C Currency or Alternative Revolver Currency, as applicable.

(ii) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., 20 Business Days prior to the date of the desired Credit Extension (or such other time or date as may be agreed by the Administrative Agent and the applicable L/C Issuer or Revolving Credit Lender in their sole discretion). The Administrative Agent shall promptly notify each L/C Issuer and Revolving Credit Lender under the applicable tranche in the case of any such request. Each such L/C Issuer and Revolving Credit Lender shall notify the Administrative Agent, not later than 11:00 a.m., 10 Business Days after receipt of such request whether it consents, in its sole discretion, to the issuance of Letters of Credit or the making of a Revolving Credit Loan in such requested currency.

(iii) Any failure by a Lender or the applicable L/C Issuer, as the case may be, to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Lender or the applicable L/C Issuer, as the case may be, to permit Alternative Revolver Currency Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the Revolving Credit Lenders consent to making Alternative Revolver Currency Loans in such requested currency or the Administrative Agent and each L/C Issuer consent to issue Letters of Credit in such requested currency, as applicable, and the Administrative Agent and such Revolving Credit Lenders or such L/C Issuers, as the case may be, reasonably determine that an appropriate interest rate is available to be used for such requested currency, the Administrative Agent shall so notify the Parent Borrower and (i) the Administrative Agent and such Revolving Credit Lenders (in consultation with the Parent Borrower) may amend the definition of "Alternative Revolver Currency Daily Rate" or "Alternative Revolver Currency Term Rate" to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate, (ii) to the extent the definition of "Alternative Revolver Currency Daily Rate" or "Alternative Revolver Currency Term Rate," as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Revolver Currency hereunder for purposes of any Borrowings of Alternative Revolver Currency Loans; and if the Administrative Agent and the applicable L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Parent Borrower, (iii) the Administrative Agent and the applicable L/C Issuer may amend the definition of "Alternative L/C Currency" to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate, and (iv) to the extent the definition of "Alternative L/C Currency" has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative L/C Currency hereunder for purposes of any Letter of Credit issuances of such L/C Issuer. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.10, the Administrative Agent shall promptly so notify the Parent Borrower.

(k) Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Application related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by any reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

(l) Divisions. For all purposes under the Loan Documents, in connection with any division under Delaware law (including any Delaware LLC Division or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

(m) Designation of Borrowers.

(i) The Parent Borrower may from time to time designate one or more Additional Borrowers organized in a Qualified Jurisdiction for purposes of this Agreement by delivering to the Administrative Agent (for further delivery to each Lender):

(1) written notice (including via email) of election to become an Additional Borrower duly executed on behalf of such Restricted Subsidiary and the Parent Borrower at least

~~five~~ten (~~5~~10) Business Days ~~(or such shorter period as agreed by the Administrative Agent)~~ prior to the proposed effectiveness of such election,

(2) all documentation and other information with respect to such Subsidiary required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the USA Patriot Act and a beneficial ownership certificate to the extent required under 31 C.F.R. §1010.230, no later than three (3) Business Days (or, solely with respect to Foreign Borrowers, such longer period as may be required by the Administrative Agent and the Lenders to comply with this clause (ii)) prior to the date of the proposed effectiveness of such election (or such later date as may be agreed by the Administrative Agent));

(3) (A) all documents, updated schedules, instruments, certificates and agreements, and all other actions and information, then required by or in respect of such Additional Borrower by Section 6.10 or by the Collateral and Guarantee Requirement (without giving effect to any grace periods for delivery of such items, the updating of such information or the taking of such actions), (B) customary legal opinions, (C) a customary secretary's certificate attaching such equivalent documents as were delivered by the original Borrower on the Acquisition Closing Date or as otherwise is customary in such jurisdiction in the event of any Foreign Borrower and (D) delivery of certificates, if any, representing the pledged equity referred to therein accompanied by undated stock or comparable powers executed in blank and instruments, if any, evidencing the pledged debt indorsed in blank, if applicable;

(4) documentation reasonably satisfactory to the Administrative Agent pursuant to which (i) each then-existing Borrower unconditionally guarantees the Borrowings of the Additional Borrower on terms substantially consistent with the Guarantors' Guaranty of the Borrowers' obligations hereunder and (ii) solely to the extent such Additional Borrower is not already a Guarantor, each Additional Borrower unconditionally guarantees the Borrowings of each then-existing Borrower on terms substantially consistent with the Guarantors' guarantee of the initial Borrower's obligations hereunder;

(5) a certificate of a Responsible Officer of the Parent Borrower stating that, as of the date the Additional Borrower joins this Agreement as such, no Event of Default has occurred and is continuing;

(6) a customary joinder agreement whereby the Additional Borrower becomes party hereto as a Borrower and appoints the Parent Borrower as a "Borrower Agent" (including with respect to service of process in the case of any Foreign Borrower) hereunder and under the other Loan Documents, in form and substance reasonably satisfactory to the Administrative Agent.

(ii) After such deliveries unless, as to any Subsidiary not organized under the laws of the United States, any Lender notifies the Administrative Agent that its lending to such Subsidiary would be in violation of any Law or any internal bank policy consistently applied ("Illegality Notice"), the appointment of the Additional Borrower shall be effective subject to the effectiveness of an amendment to this Agreement and any applicable Loan Document necessary (in the reasonable judgment of the Administrative Agent) to give effect to the appointment of such Additional Borrower (in form and substance reasonably acceptable to the Administrative Agent), including amendments to disambiguate certain uses of the word "Borrower" and related terms hereunder and other revisions; provided that, (i) for the avoidance of doubt, so long as such appointment does not result in any adverse tax consequence to any Lender (unless reimbursed hereunder) or to the Administrative Agent (unless reimbursed hereunder) and no Lender has provided an Illegality Notice (in which event the applicable Subsidiary shall not be appointed as a Borrower), the Administrative Agent shall not have any right to consent to the designation of any Additional Borrower that is organized in a Qualified Jurisdiction and shall not be required to approve the addition of such Additional Borrower to the extent the requirements of Section 1.13(a) have been met and (ii) upon the effectiveness of any such amendment, such Additional Borrower shall be jointly and severally obligated as a primary obligor as to the Obligations to the Administrative Agent and each of the holders of the Obligations in full when due.

(n) Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Term SOFR", "Alternative Revolver Currency Daily Rate" or "Alternative Revolver Currency Term Rate" or with respect to any rate that is an alternative or replacement for or successor to any of such rates (including, without limitation, any Successor Rate) or the effect of any of the foregoing, or of any Conforming Changes.

15.

The Commitments and Credit Extensions

(a) The Loans. Subject to the terms and conditions set forth herein:

(i) Tranche A Term Loan Borrowings. During the Certain Funds Period, each Initial Tranche A Term Lender severally agrees to make to the Parent Borrower a single loan or up to an aggregate of four (4) separate loans (when taken together with the Tranche A Bridge Loan Borrowings pursuant to Section 2.01(b)) in Dollars in an aggregate principal amount not exceeding such Initial Tranche A Term Lender's Initial Tranche A Term Commitment on the Acquisition Closing Date. The Tranche A Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. On the Acquisition Closing Date, the Term Loans (as defined in the Existing Credit Agreement) shall be paid in full by the Parent Borrower.

(ii) Tranche A Bridge Loan Borrowings. During the Certain Funds Period, each Initial Tranche A Bridge Lender severally agrees to make to the Parent Borrower a single loan or up to an aggregate of four (4) separate loans (when taken together with the Tranche A Term Loan Borrowings pursuant to Section 2.01(a)) in Dollars in an aggregate principal amount not exceeding such Initial Tranche A Bridge Lender's Initial Tranche A Bridge Commitment on the Acquisition Closing Date. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. Initial Tranche A Bridge Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(iii) Initial Tranche B Term Loan Borrowings. During the Certain Funds Period, each Initial Tranche B Term Lender severally agrees to make to the Parent Borrower a single loan in Dollars in an aggregate principal amount equal not exceeding such Initial Tranche B Term Lender's Initial Tranche B Term Commitment on the Acquisition Closing Date. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. Initial Tranche B Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(iv) Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make (or cause its Applicable Lending Office to make) loans denominated in Dollars or any Alternative Revolver Currency (each such loan, a "Revolving Credit Loan") to the Borrowers from time to time, on any Business Day after the Acquisition Closing Date until the Maturity Date with respect to the Revolving Credit Facility (provided that each Revolving Credit Lender agrees to make the Acquisition Revolving Borrowing, at the request of the Borrowers, on the Acquisition Closing Date), in an aggregate principal amount (based on the Dollar Equivalent thereof) not to exceed at any time outstanding the amount of such Lender's Revolving Credit Commitment; provided that after giving effect to any such Revolving Credit Borrowing, the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment. Subject to the terms and conditions hereof, the Revolving Facility (as defined in the Existing Credit Agreement) under the Existing Credit Agreement on the Acquisition Closing Date shall remain in place under this Agreement as part of the Revolving Credit Facility and the Revolving Credit Lenders will be deemed to have converted their Revolving Commitments (as defined in the Existing Credit Agreement) and Revolving Loans (as defined in the Existing Credit Agreement) to Revolving Credit Commitments and Revolving Credit Loans, respectively. Revolving Loans (as defined in the Existing Credit Agreement) that were Eurodollar Loans (as defined in the Existing Credit Agreement) or Base Rate Loans under the Existing Credit Agreement immediately prior to the effectiveness of this Agreement on the Acquisition Closing Date shall initially be Term SOFR Loans under this Agreement.

Within the limits of each Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01(d), prepay under Section 2.05, and reborrow under this Section 2.01(d). Revolving Credit Loans denominated in Dollars may be Base Rate Loans or Term SOFR Loans. Revolving Credit Loans denominated in any Alternative Revolver Currency shall be an Alternative Revolver Currency Daily Rate Loan or Alternative Revolver Currency Term Rate Loan, as further provided herein.

(v) Tranche B-1 Term Loan Borrowings. Subject to the terms and conditions hereof and set forth in the First Amendment, (i) the Additional Tranche B-1 Term Lender agrees to make a Tranche B-1 Term Loan denominated in Dollars to the Parent Borrower on the First Amendment Effective Date in a principal amount not to exceed its Additional Tranche B-1 Term Loan Commitment, (ii) each Converting Term Lender agrees, pursuant to its election on the respective consent page to the First Amendment to have all of its Existing Initial Tranche B Term Loans (or such lesser amount as allocated to such Converting Term Lender by the First Amendment Lead Arranger, as determined by the Parent Borrower and the First Amendment Lead Arranger in their sole discretion, and notified to such Converting Term Lender prior to the First Amendment Effective Date) converted to an equivalent principal amount of Tranche B-1 Term Loans effective as of the First Amendment Effective Date and (iii) each Non-Converting Term Lender agrees to have all of its outstanding Existing Initial Tranche B Term Loans prepaid and will purchase by assignment from the Additional Tranche B-1 Term Lender Tranche B-1 Term Loans in a principal amount equal to the principal amount of such Existing Initial Tranche B Term Loans (or such lesser amount as allocated to such Converting Term Lender by the First Amendment Lead Arranger, as determined by the Parent Borrower and the First Amendment Lead Arranger in their sole discretion, and notified to such Converting Term Lender prior to the First Amendment Effective Date). Amounts borrowed under this Section 2.01(e) and repaid or prepaid may not be reborrowed. Tranche B-1 Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(vi) Second Amendment Incremental Term B Loan Borrowings. Each Second Amendment Incremental Term B Loan Lender severally agrees to make to the Parent Borrower a single loan in Dollars in a principal amount equal to such Second Amendment Incremental Term B Loan Lender's Second Amendment Incremental Term B Loan Commitment on the Second Amendment Effective Date. Amounts borrowed under this Section 2.01(f) and repaid or prepaid may not be reborrowed. Second Amendment Incremental Term B Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(vii) Extended Term A Loans. On the Third Amendment Effective Date, in accordance with, and upon the terms and conditions set forth in, the Third Amendment any Existing Term A Loan of each Extending Term A Lender outstanding on such date shall continue hereunder and be reclassified as Extended Term A Loans on such date.

(b) Borrowings, Conversions and Continuations of Loans.

(i) Each Term Borrowing, each Revolving Credit Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term SOFR Loans or Alternative Revolver Currency Loans, as applicable, shall be made upon the Parent Borrower's irrevocable notice, to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent substantially in the form attached hereto as Exhibit A or any other form that may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent, (i) in the case of a Term SOFR Loan (other than any Term SOFR Loan requested to be made during the Certain Funds Period for which such notice may be provided not later than 1:00 p.m., New York City time, two (2) Business Day prior to the proposed date or utilization (unless the Administrative Agent agrees to a shorter period)), not later than 1:00 p.m., New York City time, two (2) Business Day before the date of the proposed Borrowing, (ii) in the case of an Alternative Revolver Currency Loan, not later than 1:00 p.m., New York City time, four (4) Business Day before the date of the proposed Borrowing or (iii) in the case of a Base Rate Loan, not later than 11:00 a.m., New York City time, on the Business Day of the proposed Borrowing. Each telephonic notice by the Borrowers pursuant to this Section 2.02(a) must be confirmed promptly by hand delivery, telecopy or electronic transmission to the Administrative Agent of a written Committed Loan

Notice, appropriately completed and signed by a Responsible Officer of the Parent Borrower. Each Borrowing of, conversion to or continuation of Term SOFR Loans in Dollars shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof and each Borrowing of, conversion to or continuation of Alternative Revolver Currency Loans shall be in a minimum principal amount of 1,000,000 of such approved foreign currency or a whole multiple of 250,000 of such approved foreign currency in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be a minimum of $500,000 (and any amount in excess thereof shall be an integral multiple of $100,000). Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Borrowers are requesting a Term Borrowing, a Revolving Credit Borrowing (and whether such Revolving Credit Borrowing shall be denominated in Dollars or an Alternative Revolver Currency), a conversion of Loans from one Type to the other, or a continuation of Term SOFR Loans or Alternative Revolver Currency Loans, as applicable, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the Class, currency and principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto and (vi) the location and number of the Borrowers' accounts to which funds are to be disbursed, which shall comply with the requirements of Section 2.02(b). If the Borrowers fail to specify a currency in a Committed Loan Notice requesting a Borrowing, then the applicable Loans shall be made in Dollars. If the Borrowers fail to specify a Type of Loan in a Committed Loan Notice or fail to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made or continued as, or converted to Term SOFR Loans or Alternative Revolver Currency Loans (for a Loan whose currency is specified as Sterling). Any such automatic conversion or continuation shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans or Alternative Revolver Currency Term Rate Loans. If the Borrowers request a Borrowing of, conversion to, or continuation of Term SOFR Loans or Alternative Revolver Currency Term Rate Loans, as applicable, in any such Committed Loan Notice, but fail to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month (except in the case of the initial Interest Period for the Tranche B-1 Term Loans and the Second Amendment Incremental Term B Loans, which shall be determined in accordance with the definition of "Interest Period"). For the avoidance of doubt, the Borrowers and Lenders acknowledge and agree that any conversion or continuation of an existing Loan shall be deemed to be a continuation of that Loan with a converted interest rate methodology and not a new Loan.

(ii) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender of the amount of its Applicable Percentage of the applicable Class of Loans, and if no timely notice of a conversion or continuation is provided by the Parent Borrower, the Administrative Agent shall notify each Appropriate Lender of the details of any automatic conversion to Base Rate Loans or continuation described in Section 2.02(a). In the case of each Borrowing, each Appropriate Lender shall make (or cause its Applicable Lending Office to make) the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m. (or 1:00 p.m. (London time) in the case of Loans denominated in Euro) on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the Credit Extensions on the Acquisition Closing Date, Section 4.01), the Administrative Agent shall, not later than 3:00 p.m. on the borrowing date specified in such Committed Loan Notice, make all funds so received available to the Borrowers in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrowers on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrowers; provided that if, on the date the Committed Loan Notice with respect to such Borrowing is given by the Borrowers, there are Swing Line Loans or L/C Borrowings outstanding, then the proceeds of such Borrowing shall be applied first, to the payment in full of any such L/C Borrowings, second, to the payment in full of any such Swing Line Loans, and third, to the Borrowers as provided above.

(iii) [Reserved].

(iv) The Administrative Agent shall promptly notify the Parent Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans and Alternative

Revolver Currency Term Rate Loans upon determination of such interest rate. The determination of Term SOFR and the Alternative Revolver Currency Term Rate by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Parent Borrower and the Lenders of any change in Bank of America's (or any successor administrative agent's) prime rate used in determining the Base Rate promptly following the announcement of such change.

(v) Anything in clauses (a) through (d) above to the contrary notwithstanding, after giving effect to all Term Borrowings and Revolving Credit Borrowings, all conversions of Term Loans and Revolving Credit Loans from one Type to the other, and all continuations of Term Loans and Revolving Credit Loans as the same Type, there shall not be more than twelve (12) Interest Periods in effect at any time for all Borrowings of Term SOFR Loans and Alternative Revolver Currency Loans. For the avoidance of doubt, all Tranche B-1 Term Loans made on the First Amendment Effective Date and all Tranche B-1 Term Loans converted from Existing Initial Tranche B Term Loans on the First Amendment Effective Date shall be of the same Type and have the same initial Interest Period.

(vi) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing, or, in the case of any Borrowing of Base Rate Loans, prior to 1:00 p.m., New York City time, on the date of such Borrowing, that such Lender will not make available to the Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Administrative Agent may assume that such Lender has made such Applicable Percentage available to the Administrative Agent on the date of such Borrowing in accordance with clause (b) above, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrowers on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, each of such Lender and the Borrowers severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrowers until the date such amount is repaid to the Administrative Agent at (a) in the case of the Borrowers, the interest rate applicable at the time to the Loans comprising such Borrowing and (b) in the case of such Lender, the Overnight Rate plus any administrative, processing or similar fees customarily charged by the Administrative Agent in accordance with the foregoing. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section 2.02(f) shall be conclusive in the absence of demonstrable error. If the Borrowers and such Lender shall both pay all or any portion of the principal amount in respect of such Borrowing or interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such Borrowing or interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(vii) If the maturity date shall have occurred in respect of any Class of Revolving Credit Commitments at a time when another Class or Classes of Revolving Credit Commitments is or are in effect with a longer maturity date, then on the earliest occurring maturity date all then-outstanding Revolving Credit Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such Revolving Credit Loans as a result of the occurrence of such maturity date); provided, however, that if on the occurrence of such earliest maturity date (after giving effect to any repayments of Revolving Credit Loans and any reallocation of Letter of Credit participations as contemplated in Section 2.03(k) or of Swing Line Loans as contemplated in Section 2.04(g)), there shall exist sufficient unutilized Extended Revolving Credit Commitments so that the respective outstanding Revolving Credit Loans could be incurred pursuant the Extended Revolving Credit Commitments which will remain in effect after the occurrence of such maturity date, then there shall be an automatic adjustment on such date of the participations in such Revolving Credit Loans and same shall be deemed to have been incurred solely pursuant to the relevant Extended Revolving Credit Commitments, and such Revolving Credit Loans shall not be so required to be repaid in full on such earliest maturity date.

(viii) With respect to SOFR, Term SOFR, Daily Simple SOFR, any Alternative Revolver Currency Daily Rate or any Alternative Revolver Currency Term Rate, the Administrative

Agent will have the right to make Conforming Changes in consultation with the Parent Borrower from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Parent Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(c) Letters of Credit.

(i)

(ii) The Letter of Credit Commitments.

(i) Subject to the terms and conditions set forth herein, (1) each L/C Issuer agrees, in reliance upon the agreements of the other Revolving Credit Lenders set forth in this Section 2.03, (x) from time to time on any Business Day during the period from the Acquisition Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit in Dollars or in one or more Alternative L/C Currencies for the account of the Borrowers (provided that any Letter of Credit may be for the benefit of any Restricted Subsidiary of the Parent Borrower) and to amend or renew Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (y) to honor drafts under the Letters of Credit and (2) the Revolving Credit Lenders severally agree to participate in Letters of Credit issued pursuant to this Section 2.03; provided that no L/C Issuer shall be obligated to make any L/C Credit Extension with respect to any Letter of Credit, and no Lender shall be obligated to participate in any Letter of Credit if after giving effect to such L/C Credit Extension, if (x) the Revolving Credit Exposure of any Lender would exceed such Lender's Revolving Credit Commitment, or (y) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit; provided, further, that ~~each L/C Issuer shall have a Commitment herein proportionate to its Revolving Credit Commitment and~~ no L/C Issuer shall be obligated to issue, amend or renew any Letter of Credit if (I) the Outstanding Amount of Letters of Credit issued by such L/C Issuer, when aggregated with the Outstanding Amount of Swing Line Loans made by such L/C Issuer and the Revolving Credit Exposure of such L/C Issuer (other than Revolving Credit Exposure attributable to Letters of Credit and Swing Line Loans issued and made by such L/C Issuer) would exceed the L/C Issuer's Revolving Credit Commitment or (II) the Outstanding Amount of Letters of Credit issued by such L/C Issuer would exceed its L/C Commitment. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. It is hereby acknowledged and agreed that each of the letters of credit described in Schedule 2.03(a) (the "Existing Letters of Credit") shall constitute a "Letter of Credit" for all purposes of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, no L/C Issuer shall be required to issue commercial or trade Letters of Credit without its consent.

(ii) An L/C Issuer shall be under no obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or direct that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise

compensated hereunder) not in effect on the Acquisition Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Acquisition Closing Date (for which such L/C Issuer is not otherwise compensated hereunder);

(B) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last renewal, unless (i) the Required Revolving Credit Lenders and (ii) the relevant L/C Issuer have approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless (i) all the Revolving Credit Lenders and (ii) the relevant L/C Issuer have approved such expiry date, except to the extent such Letter of Credit is Cash Collateralized in accordance with Section 2.03(f) or otherwise backstopped pursuant to arrangement reasonably satisfactory to the relevant L/C Issuer;

(D) the issuance of such Letter of Credit would violate any Laws binding upon such L/C Issuer or one or more policies of the L/C Issuer applicable to letters of credit generally;

(E) the Letter of Credit is to be denominated in a currency other than Dollars or an Alternative L/C Currency, unless otherwise agreed by the L/C Issuer and the Administrative Agent;

(F) such L/C Issuer does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency; or

(G) any Lender is at that time a Defaulting Lender, unless after giving effect to the requested issuance the requirements of Section 2.16(e) have been satisfied.

(iii) An L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

Subject to the terms and conditions hereof, each Letter of Credit (as defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement on the Acquisition Closing Date shall remain outstanding under this Agreement as a Letter of Credit.

(iii) Procedures for Issuance and Amendment of Letters of Credit; Auto Renewal Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrowers delivered to an L/C Issuer (with a copy to the Administrative Agent, along with a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the applicable Borrower, relating to such Letter of Credit) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Parent Borrower. Such Letter of Credit Application must be received by the relevant L/C Issuer and the Administrative Agent not later than 1:00 p.m. at least three (3) Business Days prior to the proposed issuance date or date of amendment, as the case may be; or, in each case, such later date and time as the relevant L/C Issuer may agree in a particular instance in its sole discretion. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the

relevant L/C Issuer: (a) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (b) the amount and currency thereof; (c) the expiry date thereof; (d) the name and address of the beneficiary thereof; (e) the documents to be presented by such beneficiary in case of any drawing thereunder; (f) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (g) such other matters as the relevant L/C Issuer may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the relevant L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the relevant L/C Issuer may reasonably request.

(ii) Promptly after receipt of any Letter of Credit Application, the relevant L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrowers and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the relevant L/C Issuer has received written notice from the Administrative Agent, any Revolving Credit Lender or any Loan Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not have been satisfied, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrowers (and, if requested, on behalf of a Subsidiary) or enter into the applicable amendment, as the case may be. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, acquire from the relevant L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrowers so request in any applicable Letter of Credit Application, the relevant L/C Issuer shall agree to issue a Letter of Credit that has automatic renewal provisions (each, an "Auto-Renewal Letter of Credit"); provided that any such Auto-Renewal Letter of Credit must permit the relevant L/C Issuer to prevent any such renewal at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Nonrenewal Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the relevant L/C Issuer, the Borrowers shall not be required to make a specific request to the relevant L/C Issuer for any such renewal. Once an Auto-Renewal Letter of Credit has been issued, the applicable Lenders shall be deemed to have authorized (but may not require) the relevant L/C Issuer to permit the renewal of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided that the relevant L/C Issuer shall not permit any such renewal if (A) the relevant L/C Issuer has determined that it would have no obligation at such time to issue such Letter of Credit in its renewed form under the terms hereof (by reason of the provisions of Section 2.03(a)(ii) or otherwise), or (B) it has received notice (which may be by telephone, followed promptly in writing, or in writing) on or before the day that is five (5) Business Days before the Nonrenewal Notice Date from the Administrative Agent or any Revolving Credit Lender, as applicable, or the Borrowers that one or more of the applicable conditions specified in Section 4.02 is not then satisfied.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the relevant L/C Issuer will also deliver to the Borrowers and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(iv) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the relevant L/C Issuer shall notify promptly the Borrowers and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative L/C Currency, the Borrowers shall reimburse the relevant L/C Issuer in such Alternative L/C Currency, unless (A) the relevant L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Borrowers shall have notified the relevant L/C Issuer promptly following receipt of the notice of drawing that the Borrowers will reimburse the relevant L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative L/C Currency, the relevant L/C Issuer shall notify the Borrowers of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. On the Business Day immediately following the Business Day on which the Borrowers shall have received notice of any payment by an L/C Issuer under a Letter of Credit (or, if the Borrowers shall have received such notice later than 1:00 p.m. (or the Applicable Time in the case of any payment by the relevant L/C Issuer under a Letter of Credit to be reimbursed in an Alternative L/C Currency) on any Business Day, on the second succeeding Business Day) (each such date, an "Honor Date"), the Borrowers shall reimburse such L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency by 1:00 p.m. (or the Applicable Time in the case of any payment by the relevant L/C Issuer under a Letter of Credit to be reimbursed in an Alternative L/C Currency) on such Business Day. If the Borrowers fail to so reimburse such L/C Issuer by such time, the Administrative Agent shall promptly notify each Appropriate Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative L/C Currency) (the "Unreimbursed Amount"), and the amount of such Appropriate Lender's Applicable Percentage thereof. In such event, the Borrowers shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans but subject to the amount of the unutilized portion of the Revolving Credit Commitments of the Appropriate Lenders, and subject to the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice); provided that any drawing under a Letter of Credit that is not reimbursed on the date of drawing shall accrue interest from the date of drawing at the rate applicable to Revolving Credit Loans that are Base Rate Loans subject to the provisions set forth below. Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender (including any such Lender acting as an L/C Issuer) shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the relevant L/C Issuer, in Dollars, at the Administrative Agent's Office for Dollar denominated payments in an amount equal to its Applicable Percentage of any Unreimbursed Amount in respect of a Letter of Credit not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.04(c)(iii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrowers in such amount. The Administrative Agent shall remit the funds so received to the relevant L/C Issuer.

(iii) With respect to any Unreimbursed Amount in respect of a Letter of Credit that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth

in Section 4.02 cannot be satisfied or for any other reason, the Borrowers shall be deemed to have incurred from the relevant L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the relevant L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the relevant L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of the relevant L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse an L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the relevant L/C Issuer, the Borrowers or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default; or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not L/C Advances) pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrowers of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrowers to reimburse the relevant L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the relevant L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the relevant L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent demonstrable error.

(vii) If, at any time after an L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with this Section 2.03(c), the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to each Revolving Credit Lender its Applicable Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(viii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(v) Obligations Absolute. The obligation of the Borrowers to reimburse the relevant L/C Issuer for each drawing under each Letter of Credit issued by it and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(1) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(2) the existence of any claim, counterclaim, setoff, defense or other right that any Loan Party may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the relevant L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(3) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(4) any payment by the relevant L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the relevant L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(5) any exchange, release or nonperfection of any Collateral, or any release or amendment or waiver of or consent to departure from the Guaranty or any other guarantee, for all or any of the Obligations of any Loan Party in respect of such Letter of Credit;

(6) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative L/C Currency to the Parent Borrower or any of its Subsidiaries or in the relevant currency markets generally; or

(7) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Loan Party;

provided that the foregoing shall not excuse any L/C Issuer from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are waived by the Borrowers to the extent permitted by applicable Law) suffered by the Borrowers that are caused by such L/C Issuer's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment) when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

(vi) Role of L/C Issuers. Each Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the relevant L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, any Agent-Related Person nor any of the respective correspondents, participants or assignees of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Revolving Credit Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment); or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrowers hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrowers' pursuing such rights and remedies as they may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of any L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (iii) of this Section 2.03(e); provided that anything in such clauses to the contrary notwithstanding, the Borrowers may have a claim against an L/C Issuer, and such L/C Issuer may be liable to the Borrowers, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrowers caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful or grossly negligent failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit (in each case, as determined by the final and non-appealable judgment of a court of competent jurisdiction). In furtherance and not in limitation of the foregoing, each L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(vii) Cash Collateral. (i) If any Event of Default occurs and is continuing and the Administrative Agent, the Required Lenders, or the Required Revolving Credit Lenders, as applicable, require the Borrowers to Cash Collateralize the L/C Obligations pursuant to Section 8.02(c) or (ii) an Event of Default set forth under Section 8.01(f) or (g) occurs and is continuing, then the Borrowers shall Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to such Outstanding Amount determined as of the date of such Event of Default), and shall do so not later than 2:00 p.m. on (x) in the case of the immediately preceding clause (i), (1) the Business Day that the Borrowers receive notice thereof, if such notice is received on such day prior to 1:00 p.m., or (2) if clause (1) above does not apply, the Business Day immediately following the day that the Borrowers receive such notice and (y) in the case of the immediately preceding clause (ii), the Business Day on which an Event of Default set forth under Section 8.01(f) or (g) occurs or, if such day is not a Business Day, the Business Day immediately succeeding such day, in either case, by 1:00 p.m. on such day. For purposes hereof, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the relevant L/C Issuer and the Revolving Credit Lenders, as collateral for the L/C Obligations, cash or deposit account balances in an amount equal to the then Outstanding Amount of all L/C Obligations (determined as of the date of such Event of Default), ("Cash Collateral") pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the relevant L/C Issuer (which documents are hereby consented to by the Revolving Credit Lenders). Derivatives of such term have corresponding meanings. The Borrowers hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in accounts satisfactory to the Administrative Agent in the name of the Administrative Agent and for the benefit of the Secured Parties and may be invested in readily available Cash Equivalents at its sole discretion. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent (on behalf of the Secured Parties) or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrowers will, forthwith upon demand by the Administrative Agent, pay to the

Administrative Agent, as additional funds to be deposited and held in the deposit accounts satisfactory to the Administrative Agent as aforesaid, an amount equal to the excess of (a) such aggregate Outstanding Amount over (b) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent reasonably determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Law, to reimburse the relevant L/C Issuer. To the extent the amount of any Cash Collateral exceeds the then Outstanding Amount of such L/C Obligations plus costs incidental thereto and so long as no other Event of Default has occurred and is continuing, the excess shall be refunded to the Borrowers. If such Event of Default is cured or waived and no other Event of Default is then occurring and continuing, the amount of any Cash Collateral and accrued interest thereon shall be refunded to the Borrowers.

(viii) Letter of Credit Fees. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage a Letter of Credit fee for each Letter of Credit issued pursuant to this Agreement equal to the product of (i) Applicable Rate for Letter of Credit fees and (ii) the Dollar Equivalent of the daily maximum amount then available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. Such letter of credit fees shall be computed on a quarterly basis in arrears. Such letter of credit fees shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(ix) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The Borrowers shall pay directly to each L/C Issuer for its own account a fronting fee (a "Fronting Fee") with respect to each Letter of Credit issued by it equal to 0.125% per annum of the Dollar Equivalent of the daily maximum amount then available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. Such fronting fees shall be computed on a quarterly basis in arrears. Such fronting fees shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrowers shall pay directly to each L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within ten (10) Business Days of demand and are nonrefundable.

(x) Conflict with Letter of Credit Application. Notwithstanding anything else to the contrary in any Letter of Credit Application, in the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

(xi) Addition of an L/C Issuer. A Revolving Credit Lender (or any of its Subsidiaries or affiliates) may become an additional L/C Issuer hereunder pursuant to a written agreement among the Borrowers, the Administrative Agent and such Revolving Credit Lender, which such written agreement shall also provide that the commitment of such additional L/C Issuer to issue Letters of Credit shall not exceed at any time the amount set forth in such written agreement. The Administrative Agent shall notify the Revolving Credit Lenders of any such additional L/C Issuer.

(xii) Provisions Related to Extended Revolving Credit Commitments. If the maturity date in respect of any Class of Revolving Credit Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one or more other Classes of Revolving Credit Commitments in respect of which the maturity date shall not have occurred are then in effect, such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Credit Lenders to purchase participations therein and to make Revolving Credit Loans and payments in

respect thereof pursuant to Section 2.03(c)) under (and ratably participated in by Lenders pursuant to) the Revolving Credit Commitments in respect of such non-terminating Classes up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Revolving Credit Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to the immediately preceding clause (i), the Borrowers shall Cash Collateralize any such Letter of Credit in accordance with Section 2.03(f). If, for any reason, such Cash Collateral is not provided or the reallocation does not occur, the Revolving Credit Lenders under the maturing Class shall continue to be responsible for their participating interests in the Letters of Credit. Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a maturity date with respect to a given Class of Revolving Credit Commitments shall have no effect upon (and shall not diminish) the percentage participations of the Revolving Credit Lenders in any Letter of Credit issued before such maturity date. Commencing with the maturity date of any Class of Revolving Credit Commitments, the sublimit for Letters of Credit shall be agreed with the Lenders under the extended Classes. For the avoidance of doubt, notwithstanding anything contained herein, the commitment of any L/C Issuer to act in its capacity as such cannot be extended beyond the Maturity Date for the Revolving Credit Facility (as such Maturity Date is in effect at the Acquisition Closing Date) or increased without its prior written consent.

(xiii) Applicability of ISP and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit and (ii) the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers shall not be impaired by, any action or inaction of the L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this agreement, including the Law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade – International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(xiv) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrowers shall be obligated to reimburse the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrowers hereby acknowledge that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrowers, and that the Borrowers' business derives substantial benefits from the businesses of such Subsidiaries.

(d) Swing Line Loans.

(i) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees, in its sole discretion, to make loans denominated in Dollars (each such loan, a "Swing Line Loan") to the Borrowers from time to time on any Business Day until the Business Day prior to the Maturity Date with respect to the Revolving Credit Facility in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Credit Commitment; provided that after giving effect to any Swing Line Loan, the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment then in effect; provided, further, that no Swing Line Lender shall be obligated to make any Swing Line Loan if the Outstanding Amount of Swing Line Loans made by such Swing Line Lender, when aggregated with the Outstanding Amount of Letter of Credit issued by such Swing Line Lender and the Revolving Credit Exposure of such Swing Line Lender (other than Revolving Credit Exposure attributable to Swing Line Loans and Letters of Credit made and issued by such Swing Line Lender) would exceed the Swing Line Lender's Revolving Credit Commitment; provided, further, that Swing Line Lender shall not be required to make any Swing Line Loan at any

time that any Lender is a Defaulting Lender, unless after giving effect to the requested Swing Line Loans the requirements of Section 2.16(e) have been satisfied; provided, further, that the Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(ii) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Borrowers' irrevocable notice to the Swing Line Lender, which may be given by telephone. Each such notice must be received by the Swing Line Lender not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000 (and any amount in excess thereof shall be an integral multiple of $25,000), and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Parent Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Credit Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a) or (B) that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrowers at their office by crediting the accounts of the Borrowers on the books of the Swing Line Lender in Same Day Funds.

(iii) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the Borrowers (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the aggregate Revolving Credit Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrowers with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office for payments not later than 1:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrowers in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each

of the Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent demonstrable error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not to purchase and fund risk participations in Swing Line Loans) pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans, together with interest as provided herein.

(iv) Repayment of Participations.

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(v) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrowers for interest on the Swing Line Loans. Until each Revolving Credit Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(vi) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

(vii) Provisions Related to Extended Revolving Credit Commitments. If the maturity date shall have occurred in respect of any Class of Revolving Credit Commitments at a time when another Class or Classes of Revolving Credit Commitments is or are in effect with a longer maturity date, then on the earliest occurring maturity date all then-outstanding Swing Line Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such Swing Line Loans as a result of the occurrence of such maturity date); provided, however, that if on the occurrence of such earliest maturity date (after giving effect to any repayments of Revolving Credit Loans and any reallocation of Letter of Credit participations as contemplated in Section 2.03(k)), there shall exist sufficient unutilized Extended Revolving Credit Commitments so that the respective outstanding Swing Line Loans could be incurred pursuant the Extended Revolving Credit Commitments which will remain in effect after the occurrence of such maturity date, then if consented to by the Swing Line Lender, there shall be an automatic adjustment on such date of the participations in such Swing Line Loans and same shall be deemed to have been incurred solely pursuant to the relevant Extended Revolving Credit Commitments, and such Swing Line Loans shall not be so required to be repaid in full on such earliest maturity date. For the avoidance of doubt, the commitment of the Swing Line Lender to act in its capacity as such cannot be extended beyond the Maturity Date for the Revolving Credit Facility (as such Maturity Date is in effect at the Acquisition Closing Date) or increased without its prior written consent.

(e) Prepayments.

(i) Optional Prepayments. (i) The Borrowers may, upon notice to the Administrative Agent by the Parent Borrower, at any time or from time to time voluntarily prepay any Borrowing of any Class in whole or in part without premium or penalty (except as set forth in Section 2.05(a)(iv)); provided that (1) such notice must be received by the Administrative Agent not later than (A) 11:00 a.m., New York City time, three (3) Business Days prior to any date of prepayment of Term SOFR Loans or Alternative Revolver Currency Loans and (B) 1:00 p.m., New York City time, one (1) Business Day prior to the date of prepayment of Base Rate Loans, (2) any prepayment of Term SOFR Loans or Alternative Revolver Currency Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding and (3) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Class(es) and Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrowers, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan or an Alternative Revolver Currency Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.04. Each prepayment of the Loans pursuant to this Section 2.05(a) shall be applied to the installments thereof as directed by the Borrowers (it being understood and agreed that if the Borrowers do not so direct at the time of such prepayment, such prepayment shall be applied against the scheduled repayments, if applicable, of Term Loans of the relevant Class under Section 2.07 in direct order of maturity) and shall be paid to the Appropriate Lenders in accordance with their respective Applicable Percentages.

(ii) The Borrowers may, upon notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (1) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (2) any

such prepayment shall be in a minimum principal amount of $100,000 or a whole multiple of $100,000 in excess thereof or, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrowers, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Borrowers may rescind any notice of prepayment under Section 2.05(a) if such prepayment would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or shall otherwise be delayed.

(iv) In the event that the Borrowers (I)(x) make any prepayment of Tranche B-1 Term Loans in connection with any Repricing Transaction or (y) effect any amendment of this Agreement resulting in a Repricing Transaction with respect to Tranche B-1 Term Loans, in each case prior to the six (6) month anniversary of the First Amendment Effective Date, the Borrowers shall pay a premium in an amount equal to 1.00% of (A) in the case of clause (x), the amount of the Tranche B-1 Term Loans being prepaid or (B) in the case of clause (y) above, the aggregate amount of the applicable Tranche B-1 Term Loans outstanding immediately prior to such amendment, in each case to the Administrative Agent, for the ratable account of each of the Tranche B-1 Term Lenders or (II)(x) make any prepayment of Second Amendment Incremental Term B Loans in connection with any Repricing Transaction or (y) effect any amendment of this Agreement resulting in a Repricing Transaction with respect to Second Amendment Incremental Term B Loans, in each case prior to the six (6) month anniversary of the Second Amendment Effective Date, the Borrowers shall pay a premium in an amount equal to 1.00% of (A) in the case of clause (x), the amount of the Second Amendment Incremental Term B Loans being prepaid or (B) in the case of clause (y) above, the aggregate amount of the applicable Second Amendment Incremental Term B Loans outstanding immediately prior to such amendment, in each case to the Administrative Agent, for the ratable account of each of the Second Amendment Incremental Term B Loan Lenders.

(ii) Mandatory Prepayments.

(i) Commencing with the first full fiscal year of the Parent Borrower ending after the Acquisition Closing Date, within ten (10) Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a), the Borrowers shall, if the Borrowers' Excess Cash Flow is greater than $125,000,000 (the "Excess Cash Flow Prepayment Threshold"), cause to be prepaid an aggregate principal amount of Tranche B Term Loans (such aggregate amount, the "Excess Cash Flow Prepayment Amount") equal to (A) 50% (such percentage as it may be reduced as described below, the "ECF Percentage") of the amount equal to Excess Cash Flow in excess of the Excess Cash Flow Prepayment Threshold, if any, for the fiscal year covered by such financial statements (commencing with the first full fiscal year ending after the Acquisition Closing Date), minus (B) the sum of (1) all voluntary prepayments (including pursuant to debt buybacks made by the Parent Borrower or any Restricted Subsidiary in an amount equal to the amount actually paid in respect thereof) of Term Loans or any other Indebtedness secured by the Collateral on a *pari passu* or senior basis to the Liens securing the Term Loans or any Indebtedness of Subsidiaries that are not Loan Parties during such fiscal year and, at the Parent Borrower's election, all such voluntary prepayments made after the end of such fiscal year but prior to the time that the prepayment required by this clause (b)(1) is made, (2) all voluntary prepayments of Revolving Credit Loans and Swing Line Loans during such fiscal year to the extent the Revolving Credit Commitments are permanently reduced by the amount of such payments, (3) without duplication of amounts deducted pursuant to clause (6) below in prior fiscal years, the amount of Capital Expenditures or acquisitions

made in cash or committed to be made in cash during such period, (4) without duplication of amounts deducted pursuant to clause (6) below in prior periods, the amount of Investments and Permitted Acquisitions made in cash or committed to be made in cash during such period pursuant to Section 7.02, (5) without duplication of amounts deducted pursuant to clause (6) below in prior periods, the amount of Restricted Payments paid in cash during such fiscal year pursuant to Section 7.06 (other than Section 7.06(a) (solely in respect of amounts paid to the Parent Borrower or a Restricted Subsidiary), (b), and (k)) and (6) without duplication of amounts deducted in prior periods, the aggregate consideration required to be paid in cash by the Parent Borrower or any of its Restricted subsidiaries pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to Permitted Acquisitions, Capital Expenditures or acquisitions to be consummated or made during the period of four consecutive fiscal quarters of the Parent Borrower following the end of such period (provided that to the extent the aggregate amount utilized to finance such Permitted Acquisitions, Capital Expenditures or Investments during such period of four consecutive fiscal quarters is less than the Contract Consideration, the amount of such shortfall, shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters) (any transaction referred to in this clause (B) made following the fiscal year end but prior to the making of such prepayment under this clause (b)(i), an "After Year-End Transaction"), in the case of each of the immediately preceding clauses (1) through (6), to the extent such prepayments are not funded with the proceeds of long-term Indebtedness (other than Revolving Credit Loans), or any Cure Amount; provided that (x) the ECF Percentage shall be reduced to 0% if the First Lien Leverage Ratio for the fiscal year (subject to the following proviso) covered by such financial statements was less than ~~3.41~~4.00:1.00 (subject to the following proviso); provided, further, that (I) to the extent so elected by the Parent Borrower, (i) the First Lien Leverage Ratio shall be recalculated giving Pro Forma Effect to (x) the amount of such prepayment pursuant to this clause (b)(i) and (y) following the consummation of any After Year-End Transaction, such After Year-End Transaction as if such prepayment and/or transaction was consummated during the fiscal year of the applicable Excess Cash Flow prepayment and the ECF Percentage for purposes of making such Excess Cash Flow prepayment shall be determined by reference to such recalculated First Lien Leverage Ratio and (ii) such After Year-End Transaction shall not be applied in duplicate to the calculation of the amount of Excess Cash Flow for purposes of any subsequent Excess Cash Flow prepayment, (II) the prepayment under this clause (b)(i) shall only be required to the extent the Excess Cash Flow Prepayment Amount is in excess of the Excess Cash Flow Prepayment Threshold for any fiscal year, and only such Excess Cash Flow Prepayment Amounts in excess of the Excess Cash Flow Prepayment Threshold for any fiscal year shall be made as a prepayment pursuant to this clause (b)(i) and (III) to the extent any reduction pursuant to clause (1) or (2) above reduce the Excess Cash Flow Prepayment Amount below the Excess Cash Flow Prepayment Threshold, such excess amounts for such fiscal year shall, at the Parent Borrower's sole option, be carried over to any succeeding fiscal year and shall reduce any Excess Cash Flow Prepayment Amount on a dollar for dollar basis for such fiscal year.

(ii) (A) Subject to Section 2.05(b)(ii)(B), if following the Acquisition Closing Date (x) the Parent Borrower or any Restricted Subsidiary Disposes of any property or assets (other than any Disposition of any property or assets permitted by Section 7.05(a), (b), (c), (d) (to the extent constituting a Disposition to a Loan Party, by a Restricted Subsidiary that is not a Loan Party, or pursuant to clause (iii) of the proviso thereto), (e), (f), (g), (i), (j), (k), (n), (o), (p), (q), (r), (s) and (t)), or (y) any Casualty Event occurs, which in the aggregate results in the realization or receipt by the Parent Borrower or such Restricted Subsidiary of Net Cash Proceeds, the Borrowers shall make a prepayment, in accordance with Section 2.05(b)(ii)(C), in an amount equal to an aggregate principal amount of Term Loans equal to 50% (such percentage, the "Asset Percentage") of all such Net Cash Proceeds realized or received; provided that (1) no such prepayment shall be required pursuant to this Section 2.05(b)(ii)(A) (I) with respect to such portion of such Net Cash Proceeds that the Borrowers shall have, on or prior to such date, given

written notice to the Administrative Agent of their intent to reinvest in accordance with Section 2.05(b)(ii)(B), or (II) until the aggregate amount of Net Cash Proceeds not reinvested in accordance with Section 2.05(b)(ii)(B) within the time periods set forth therein and not previously applied to such a prepayment exceeds the greater of (x) $~~799,400,000~~896,700,000 and (y) 35% of Consolidated EBITDA as of the most recent Test Period for any such Dispositions in the aggregate during such fiscal year (with unused amounts in any fiscal year being carried over to succeeding fiscal year) (only amounts in excess of such thresholds shall be required to be prepaid), (2) pro forma effect shall be given to any prospective payment as if made and may be tested at any time during the period set forth in Section 2.05(b)(ii)(B) and (3) if at or prior to the time that any such prepayment would be required, the Parent Borrower or any of its Restricted Subsidiaries is required to offer to repurchase or prepay any Indebtedness that is secured by a Lien ranking *pari passu* with the Liens securing the Term Loans pursuant to the terms of the documentation governing such Indebtedness with the Net Cash Proceeds of such Disposition or Casualty Event (such Indebtedness required to be offered to be so repurchased or prepaid, "Other Applicable Indebtedness"), then the Parent Borrower may apply such Net Cash Proceeds on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness at such time) to the prepayment of the Term Loans and to the repurchase or prepayment of Other Applicable Indebtedness, and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.05(b)(ii)(A) shall be reduced accordingly (provided that (a) the portion of such Net Cash Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Cash Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Cash Proceeds shall be allocated to the Term Loans in accordance with the terms hereof and (b) to the extent the holders of Other Applicable Indebtedness decline to have such indebtedness repurchased or prepaid, the declined amount shall promptly be applied to prepay the Term Loans in accordance with the terms hereof); provided, further that the Asset Percentage shall be reduced to 0% if the First Lien Leverage Ratio for the most recently ended Test Period on a Pro Forma Basis is less than or equal to 3.16:1.00; provided, further that the Asset Percentage shall be increased to 100% if the First Lien Leverage Ratio for the most recently ended Test Period on a Pro Forma Basis is greater than 4.16:1.00; provided, further that, any such prepayment required pursuant to this Section 2.05(b)(ii)(A) shall be applied to any Class of Tranche A Term Loans or Tranche B Term Loans as determined by the Parent Borrower in its sole discretion.

(B) With respect to any Net Cash Proceeds realized or received with respect to any Disposition (other than any Disposition specifically excluded from the application of Section 2.05(b)(ii)(A)) or any Casualty Event, at the option of the Parent Borrower, the applicable Borrower or any Restricted Subsidiary may reinvest an amount equal to all or any portion of such Net Cash Proceeds in assets useful for its business (other than working capital (except for short-term capital assets) but including Permitted Acquisitions and Capital Expenditures) within (x) five hundred forty (540) days following receipt of such Net Cash Proceeds (or, prior to the receipt of such Net Cash Proceeds (so long as such reinvestment was made or committed to within one hundred eighty (180) days prior to the receipt of such Net Cash Proceeds)) or (y) if the Parent Borrower or any Restricted Subsidiary enters into a commitment to reinvest such Net Cash Proceeds within five hundred forty (540) days following receipt thereof, one hundred eighty (180) days after the five hundred forty (540) day period that follows receipt of such Net Cash Proceeds; provided that if any Net Cash Proceeds are not so reinvested by the deadline specified in clause (x) or (y) above, as applicable, or if any such Net Cash Proceeds are no longer intended to be or cannot be so reinvested at any time after delivery of a notice of reinvestment election, an amount equal to the Asset Percentage of any such Net Cash Proceeds shall be applied, in accordance with Section 2.05(b)(ii)(C), to the prepayment of the Term Loans as set forth in this Section 2.05.

(C) On each occasion that the Borrowers must make a prepayment of the Term Loans pursuant to this Section 2.05(b)(ii), the Borrowers shall, within five (5) Business Days after the date of realization or receipt of such Net Cash Proceeds in the minimum amount specified above (or, in the case of prepayments required pursuant to Section 2.05(b)(ii)(B), within five (5) Business Days of the deadline specified in clause (x) or (y) thereof, as applicable, or of the date the Borrowers reasonably determines that such Net Cash Proceeds are no longer intended to be or cannot be so reinvested, as the case may be), make a prepayment, in accordance with Section 2.05(b)(v) below, of the principal amount of Term Loans in an amount equal to the Asset Percentage of such Net Cash Proceeds realized or received.

(iii) If, following the Acquisition Closing Date, the Parent Borrower or any Restricted Subsidiary incurs or issues any (A) Refinancing Term Loans, (B) Indebtedness pursuant to Section 7.03(w) or (C) Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.03, the Borrowers shall cause to be prepaid an aggregate principal amount of Term Loans equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the receipt of such Net Cash Proceeds. If the Borrowers obtain any Refinancing Revolving Commitments, the Borrowers shall, concurrently with the receipt thereof, terminate Revolving Credit Commitments in an equivalent amount pursuant to Section 2.06.

(iv) Each prepayment of the applicable Term Loans pursuant to this Section 2.05(b) shall be applied, to the installments thereof in direct order of maturity pursuant to Section 2.07 following the applicable prepayment event; provided that any mandatory prepayment pursuant to Section 2.05 shall be applied on a pro rata basis to the applicable Classes of Term Loans. After application of such prepayments to repay the Term Loans in full, such prepayments shall be applied to prepay, first, Revolving Credit Loans (with no required reduction of Revolving Credit Commitments), second, Swing Line Loans (with no required reduction of Revolving Credit Commitments) and, third, if there is no Outstanding Amount of Revolving Credit Loans or Swing Line Loans and if an Event of Default has occurred and is continuing, to Cash Collateralize the L/C Obligations. Each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages subject to clause (v) of this Section 2.05(b).

(v) The Borrowers shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to clause (i) and (ii) of this Section 2.05(b) prior to 1:00 p.m. at least five (5) Business Days (or such lesser number of Business Days as shall be acceptable to the Administrative Agent) prior to the date of such prepayment. Each such notice shall specify the date of such prepayment, the Class or Classes of Term Loans to be repaid and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Appropriate Lender of the contents of the Borrowers' prepayment notice and of such Appropriate Lender's Applicable Percentage of the prepayment. Each Appropriate Lender may reject all, but not less than all, of its Applicable Percentage of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made pursuant to clauses (i) or (ii) of this Section 2.05(b) by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrowers no later than 5:00 p.m. three (3) Business Days after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the Declined Proceeds. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans. Any Declined Proceeds shall be retained by the Borrowers ("Retained Declined Proceeds").

(vi) If at any time, the Revolving Credit Exposure (excluding the face amount of any Letters of Credit that are Cash Collateralized or back-stopped to the reasonable satisfaction of the Administrative Agent) exceeds the Revolving Credit Commitments, the Borrowers shall within one Business Day, upon notification by the Administrative Agent, prepay the Swing Line Loans first and then prepay (or Cash Collateralize, in the amount required by Section 2.03(f), in the case of Letters of Credit) the other Loans and Letters of Credit then outstanding in an amount equal to such excess; provided that nothing in this clause (b)(vi) shall reduce the Revolving Credit Commitments.

(vii) Notwithstanding any other provision of this Section 2.05(b), (i) to the extent that any or all of the Net Cash Proceeds of any Disposition by a Restricted Subsidiary that is a Foreign Subsidiary otherwise giving rise to a prepayment pursuant to Section 2.05(b)(ii) (a "Restricted Disposition"), the Net Cash Proceeds of any Casualty Event of a Restricted Subsidiary that is a Foreign Subsidiary (a "Restricted Casualty Event"), or Excess Cash Flow attributable to a Foreign Subsidiary would be prohibited or delayed by applicable local law from being distributed or otherwise transferred to the Borrowers, the realization or receipt of the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be taken into account in measuring the Borrowers' obligation to repay Term Loans at the times provided in Section 2.05(b)(i), or the Borrowers shall not be required to make a prepayment at the time provided in Section 2.05(b)(ii), as the case may be, for so long, but only so long, as the applicable local law will not permit such distribution or transfer (the Parent Borrower hereby agreeing to cause the applicable Restricted Subsidiary to promptly take all commercially reasonable actions available under the applicable local law to permit such repatriation), and once distribution or transfer of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted under the applicable local law, the amount of such Net Cash Proceeds or Excess Cash Flow permitted to be distributed or transferred (net of additional taxes payable or reserved against as a result thereof, to the extent such taxes are not already deducted in accordance with the definition of "Net Cash Proceeds" or "Excess Cash Flow", as applicable) will be promptly (and in any event not later than two (2) Business Days after such distribution or transfer is permitted) taken into account in measuring the Borrowers' obligation to repay the Term Loans pursuant to this Section 2.05(b) to the extent provided herein and (ii) to the extent that the Parent Borrower has determined in good faith (as set forth in a written notice delivered to the Administrative Agent) that repatriation of any or all of the Net Cash Proceeds of any Restricted Disposition or any Restricted Casualty Event or Excess Cash Flow attributable to a Foreign Subsidiary would have a material adverse tax consequence (taking into account any foreign tax credit or benefit received in connection with such repatriation), the amount of the Net Cash Proceeds or Excess Cash Flow so affected shall not be taken into account in measuring the Borrowers' obligation to repay Term Loans pursuant to this Section 2.05(b). For the avoidance of doubt, Net Cash Proceeds and Excess Cash Flow (and related income) excluded from application under Section 2.05(b)(i) or (ii) by operation of this Section 2.05(b)(vii) shall also be excluded in any determinations of Restricted Payments permitted to be made pursuant to Section 7.06 (including, without limitation, for purposes of clauses (b) and (f) of the definition of "Available Amount").

(iii) Interest, Funding Losses, Etc. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon (other than prepayments of Base Rate Revolving Credit Loans that are not made in connection with the termination or permanent reduction of the Revolving Credit Commitments), together with, in the case of any such prepayment of a Loan other than a Base Rate Loan on a date prior to the last day of the Interest Period, relevant interest payment date or payment period, as applicable, for such Loan, if applicable (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), any amounts owing in respect of such Loan pursuant to Section 3.04.

(iv) Discounted Voluntary Prepayments.

(i) Notwithstanding anything to the contrary set forth in this Agreement (including Section 2.13) or any other Loan Document, the Borrowers shall have the right at any time and from time to time to prepay one or more Classes of Term Loans to the Lenders at a discount to the par value of such Loans and on a non pro rata basis (each, a "Discounted Voluntary Prepayment") pursuant to the procedures described in this Section 2.05(d), provided that (A) no proceeds from Revolving Credit Loans shall be used to consummate any such Discounted Voluntary Prepayment, any Discounted Voluntary Prepayment shall be offered to all Lenders of such Class on a pro rata basis, (B) [reserved] and (C) the Parent Borrower shall deliver to the Administrative Agent, together with each Discounted Prepayment Option Notice, a certificate of a Responsible Officer of the Parent Borrower (1) stating that no Specified Event of Default (in each case, with respect to the Parent Borrower) has occurred and is continuing or would result from the Discounted Voluntary Prepayment, (2) stating that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.05(d) has been satisfied and (3) specifying the aggregate principal amount of Term Loans of any Class offered to be prepaid pursuant to such Discounted Voluntary Prepayment.

(ii) To the extent the Borrowers seek to make a Discounted Voluntary Prepayment, the Borrowers will provide written notice to the Administrative Agent substantially in the form of Exhibit I hereto (each, a "Discounted Prepayment Option Notice") that the Borrowers desire to prepay Term Loans of one or more specified Classes in an aggregate principal amount specified therein by the Borrowers (each, a "Proposed Discounted Prepayment Amount"), in each case at a discount to the par value of such Loans as specified below. The Proposed Discounted Prepayment Amount of any Loans shall not be less than $10,000,000. The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment (A) the Proposed Discounted Prepayment Amount for Loans to be prepaid, (B) a discount range (which may be a single percentage) selected by the Borrowers with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of the Loans to be prepaid (the "Discount Range"), and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment, which shall be at least five Business Days from and including the date of the Discounted Prepayment Option Notice (the "Acceptance Date").

(iii) Upon receipt of a Discounted Prepayment Option Notice, the Administrative Agent shall promptly notify each applicable Lender thereof. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit J hereto (each, a "Lender Participation Notice") to the Administrative Agent (A) a maximum discount to par (the "Acceptable Discount") within the Discount Range (for example, a Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Term Loans to be prepaid) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the Term Loans to be prepaid held by such Lender with respect to which such Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount ("Offered Loans"). Based on the Acceptable Discounts and principal amounts of the Term Loans to be prepaid specified by the Lenders in the applicable Lender Participation Notice, the Administrative Agent, in consultation with the Borrowers,

shall determine the applicable discount for such Term Loans to be prepaid (the "Applicable Discount"), which Applicable Discount shall be (A) the percentage specified by the Borrowers if the Borrowers have selected a single percentage pursuant to Section 2.05(d)(ii) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrowers can pay the Proposed Discounted Prepayment Amount in full (determined by adding the Outstanding Amount of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided, however, that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Discounted Voluntary Prepayment and have Qualifying Loans. Any Lender with outstanding Term Loans to be prepaid whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Loans at any discount to their par value within the Applicable Discount.

(iv) The Borrowers shall make a Discounted Voluntary Prepayment by prepaying those Term Loans to be prepaid (or the respective portions thereof) offered by the Lenders ("Qualifying Lenders") that specify an Acceptable Discount that is equal to or greater than the Applicable Discount ("Qualifying Loans") at the Applicable Discount, provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrowers shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrowers shall prepay all Qualifying Loans.

(v) Each Discounted Voluntary Prepayment shall be made within five (5) Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (but subject to Section 3.04), upon irrevocable notice substantially in the form of Exhibit K hereto (each a "Discounted Voluntary Prepayment Notice"), delivered to the Administrative Agent no later than 1:00 p.m., New York City time, three (3) Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent. Upon receipt of any Discounted Voluntary Prepayment Notice, the Administrative Agent shall promptly notify each relevant Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid. The par principal amount of each Discounted Voluntary Prepayment of a Term Loan shall be applied ratably to reduce the remaining installments of such Class of Term Loans (as applicable).

(vi) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.05(d)(ii) above) established by the Administrative Agent and the Borrowers, each acting reasonably.

(vii) Prior to the delivery of a Discounted Voluntary Prepayment Notice, (A) upon written notice to the Administrative Agent, the Borrowers may withdraw or modify their offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (B) no Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice unless the terms of such proposed Discounted Voluntary Prepayment have been modified by the Borrowers after the date of such Lender Participation Notice.

(viii) Nothing in this Section 2.05(d) shall require the Borrowers to undertake any Discounted Voluntary Prepayment.

(f) Termination or Reduction of Commitments.

(i) Optional. The Borrowers may, upon written notice to the Administrative Agent, terminate the unused Commitments of any Class, or from time to time permanently reduce the unused Commitments of any Class; provided that (i) any such notice shall be received by the Administrative Agent three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $1,000,000 or any whole multiple of $100,000 in excess thereof, (iii) the Borrowers shall not terminate or reduce the Revolving Credit Commitments of any Class if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolver Outstandings of such Class would exceed the aggregate Revolving Credit Commitments of such Class and (iv) if, after giving effect to any reduction of the Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Revolving Credit Facility, such sublimit shall be automatically reduced by the amount of such excess. The amount of any such Commitment reduction shall not be applied to the Letter of Credit Sublimit or the Swing Line Sublimit unless otherwise specified by the Borrowers. Notwithstanding the foregoing, the Borrowers may rescind or postpone any notice of termination of the Commitments if such termination would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or otherwise shall be delayed.

(ii) Mandatory. The Initial Term Commitment of each Initial Term Lender shall be automatically and permanently reduced to $0 upon the making of such Initial Term Lender's Initial Term Loans pursuant to Section 2.01 on the Acquisition Closing Date. The Revolving Credit Commitments (other than any Extended Revolving Credit Commitments) shall terminate on the applicable Maturity Date. The Extended Revolving Credit Commitments shall terminate on the respective maturity dates applicable thereto. The Additional Tranche B-1 Term Commitment of the Additional Tranche B-1 Term Lender shall be automatically and permanently reduced to $0 upon the making of such Additional Tranche B-1 Term Lender's Tranche B-1 Term Loans pursuant to Section 2.01(e) on the First Amendment Effective Date. The Second Amendment Incremental Term B Loan Commitment of each Second Amendment Incremental Term B Loan Lender shall be automatically and permanently reduced to $0 upon the making of such Second Amendment Incremental Term B Loan Lender's Second Amendment Incremental Term B Loans pursuant to Section 2.01(f) on the Second Amendment Effective Date.

(iii) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused Commitments of any Class under this Section 2.06. Upon any reduction of unused portions of the Letter of Credit Sublimit, or the Swing Line Sublimit or the unused Commitments of any Class, the Commitment of each Lender of such Class shall be reduced by such Lender's Applicable Percentage of the amount by which such Commitments are reduced (other than the termination of the Commitment of any Lender as provided in Section 3.06). All Commitment Fees accrued until the effective date of any termination of the Revolving Credit Commitments shall be paid on the effective date of such termination.

(g) Repayment of Loans.

(a) Tranche A Term Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Initial Tranche A Term Lenders holding Initial Tranche A Term Loans in Dollars (i) on the last Business Day of each March, June, September and December, commencing with the last day of the second full fiscal quarter after the Acquisition Closing Date, an aggregate principal amount equal to 1.25% of the aggregate principal amount of the Initial Tranche A Term Loans outstanding on the

Acquisition Closing Date and (ii) on the Maturity Date for the Initial Tranche A Term Loans, the aggregate principal amount of all Initial Tranche A Term Loans outstanding on such date; provided that payments required by clause (i) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05. From and after the Third Amendment Effective Date, the Borrowers shall repay to the Administrative Agent for the ratable account of the Extending Term A Lenders holding Extended Term A Loans in Dollars (i) on the last Business Day of each March, June, September and December, commencing with the last day of the first full fiscal quarter ended after the Third Amendment Effective Date, an aggregate principal amount equal to 1.25% of the aggregate principal amount of the Extended Term A Loans outstanding on the Third Amendment Effective Date and (ii) on the Maturity Date for the Extended Term A Loans, the aggregate principal amount of all Extended Term A Loans outstanding on such date; provided that payments required by clause (i) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05. In the event any applicable Incremental Term Loans or Extended Term Loans are made, such Incremental Term Loans or Extended Term Loans, as applicable, shall be repaid by the Borrowers in the amounts and on the dates set forth in the definitive documentation with respect thereto and on the applicable Maturity Date thereof.

(b) Tranche A Bridge Loans. The Borrowers shall repay the Administrative Agent for the ratable account of the Initial Tranche A Bridge Lenders holding Initial Tranche A Bridge Loans in Dollars on the applicable Maturity Date of the Initial Tranche A Bridge Loans, the aggregate principal amount of all Initial Tranche A Bridge Loans outstanding on such date.

(c) Tranche B-1 Term Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Tranche B-1 Term Lenders holding Tranche B-1 Term Loans in Dollars (i) on the last Business Day of each March, June, September and December, commencing with the last day of the first fiscal quarter after the First Amendment Effective Date, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the Tranche B-1 Term Loans funded on the First Amendment Effective Date and (ii) on the Maturity Date for the Tranche B-1 Term Loans, the aggregate principal amount of all Tranche B-1 Term Loans outstanding on such date; provided that payments required by clause (i) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05. In the event any applicable Incremental Term Loans or Extended Term Loans are made, such Incremental Term Loans or Extended Term Loans, as applicable, shall be repaid by the Borrowers in the amounts and on the dates set forth in the definitive documentation with respect thereto and on the applicable Maturity Date thereof.

(d) Second Amendment Incremental Term B Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Second Amendment Incremental Term B Loan Lenders holding Second Amendment Incremental Term B Loans in Dollars (i) on the last Business Day of each March, June, September and December, commencing with the last day of the first full fiscal quarter after the Second Amendment Effective Date, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the Second Amendment Incremental Term B Loans funded on the Second Amendment Effective Date and (ii) on the Maturity Date for the Second Amendment Incremental Term B Loans, the aggregate principal amount of all Second Amendment Incremental Term B Loans outstanding on such date; provided that payments required by clause (i) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05. In the event any applicable Incremental Term Loans or Extended Term Loans are made, such Incremental Term Loans or Extended Term Loans, as applicable, shall be repaid by the Borrowers in the amounts and on the dates set forth in the definitive documentation with respect thereto and on the applicable Maturity Date thereof.

(e) Revolving Credit Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all of its Revolving Credit Loans outstanding on such date.

(f) Swing Line Loans. The Borrowers shall repay their Swing Line Loans on the earlier to occur of (i) the date ten (10) Business Days after such Loan is made and (ii) the Maturity Date for the Revolving Credit Facility.

(h) Interest.

(i) Subject to the provisions of Section 2.08(b), (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Rate; (ii) each Alternative Revolver Currency Daily Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Alternative Revolver Currency Daily Rate plus the Applicable Rate; (iii) each Alternative Revolver Currency Term Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Alternative Revolver Currency Term Rate for each day within such Interest Period plus the Applicable Rate; (iv) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; and (iv) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the relevant Applicable Rate for Revolving Credit Loans that are Base Rate Loans.

(ii) The Borrowers shall pay interest on past due amounts under this Agreement at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand to the fullest extent permitted by and subject to applicable Laws, including in relation to any required additional agreements.

(iii) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(i) Fees. In addition to certain fees described in Sections 2.03(g) and (h):

(a) Commitment Fee. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to the amount provided for in the definition of "Applicable Rate" per annum on the actual daily amount by which the aggregate Revolving Credit Commitments exceeds the sum of (A) the Outstanding Amount of Revolving Credit Loans and (B) the Outstanding Amount of L/C Obligations (disregarding for the purposes of such calculation, the Outstanding Amount of any Swing Line Loans). The Commitment Fee shall accrue at all times from the Acquisition Closing Date until the Maturity Date for the Revolving Credit Facility, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with December 31, 2022, and on the Maturity Date for the Revolving Credit Facility. The Commitment Fee shall be calculated quarterly in arrears.

(b) Other Fees. The Borrowers shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid

and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrowers and the applicable Agent).

(j) Computation of Interest and Fees. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) and for Loans denominated in Alternative Revolver Currencies shall be made on the basis of a year of 365 days, or 366 days, as applicable, and actual days elapsed. All other computations of fees and interest, including Term SOFR Loans, shall be made on the basis of a 360-day year and actual days elapsed or, in the case of interest in respect of Revolving Credit Loans denominated in Alternative Revolver Currencies as to which market practice differs from the foregoing, in accordance with such market practice. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(k) Evidence of Indebtedness. The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by one or more entries in the Register. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register, the Register shall be conclusive in the absence of demonstrable error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender or its registered assigns, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(l) Payments Generally.

(i) All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and, except with respect to principal of and interest on Loans denominated in an Alternative Revolver Currency, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder with respect to principal and interest on Revolving Credit Loans denominated in an Alternative Revolver Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in such Alternative Revolver Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. If, for any reason, the Borrowers are prohibited by any Law from making any required payment hereunder in an Alternative Revolver Currency, the Borrowers shall make such payment in Dollars in the Dollar Equivalent of the Alternative Revolver Currency payment amount. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. All payments received by the Administrative Agent after (i) 2:00 p.m., in the case of payments in Dollars, or (ii) the Applicable Time specified by the Administrative Agent in the case of payments in an Alternative Revolver Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(ii) If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, if such extension would cause payment of interest on or principal of Term SOFR Loans or Alternative Revolver Currency Loans, as applicable, to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(iii) Unless the Borrowers or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrowers or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrowers or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(1) if the Borrowers failed to make such payment, then the applicable Lender agrees to pay to the Administrative Agent forthwith on demand the portion of such assumed payment that was made available to such Lender in Same Day Funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in Same Day Funds at the applicable Overnight Rate from time to time in effect, it being understood that nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrowers may have against any Lender as a result of any default by such Lender hereunder; and

(2) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrowers to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the applicable Overnight Rate from time to time in effect. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrowers, and the Borrowers shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at the interest rate applicable to such Loan. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrowers may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this Section 2.12(c) shall be conclusive, absent demonstrable error.

(iv) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(v) The obligations of the Lenders hereunder to make Loans and to fund participations in Letters of Credit and Swing Line Loans are several and not joint. The failure of any Lender to make any Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation.

(vi) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(vii) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable

to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.04. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Applicable Percentage of the sum of (a) the Outstanding Amount of all Loans outstanding at such time and (b) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

(m) Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, or the participations in L/C Obligations and Swing Line Loans held by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them and/or such subparticipations in the participations in L/C Obligations or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided that (x) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon, (y) the provisions of this Section 2.13 shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in L/C Obligations to any assignee or participant and (z) the provisions of this Section 2.13 shall not be construed to apply to any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or Commitments of that Class or any amendment to the Applicable Rate (or other pricing term, including any fee, discount or premium) and/or any other amendment in respect of Loans or Commitments of Lenders that have consented to any such amendment. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of demonstrable error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

(n) Incremental Credit Extensions.

(i) At any time and from time to time, subject to the terms and conditions set forth herein, the Borrowers may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request (1) to increase the amount of Tranche A Term Loans or add one or more additional tranches of "term a" loans (any such Tranche A Term Loans, or additional tranche of "term a" loans, the "Incremental Term A Loans"), (2) to increase the amount of Tranche B Term Loans or add one or more additional tranches of "term b" loans (any such Tranche B Term Loans, or additional tranche of "term b" loans, the "Incremental Term B Loans" and together with the Incremental Term A Loans, collectively, the "Incremental Term Loans"), and/or (3) one or more increases in the Revolving Credit Commitments of any Class (a "Revolving Credit Commitment Increase") and/or the establishment of one or more new revolving credit commitments (an "Additional Revolving Credit Commitment" and, together with any Revolving Credit Commitment Increases, the

"Incremental Revolving Commitments"; together with the Incremental Term Loans, the "Incremental Facilities"). Notwithstanding anything to contrary herein, the aggregate principal amount of all Incremental Facilities (other than Refinancing Term Loans and Refinancing Revolving Commitments) (determined at the time of incurrence), together with the aggregate principal amount of all Incremental Equivalent Debt, shall not exceed (i) the Unrestricted Incremental Amount, plus (ii) the amount of any voluntary prepayments, repurchases, redemptions or other retirements of the Term Loans or any other Indebtedness secured on a *pari passu* basis with the Initial Tranche A Term Loans, the Tranche B-1 Term Loans, the Extended Term A Loans and the Second Amendment Incremental Term B Loans (and, in the case of any revolving facility, to the extent accompanied by a permanent reduction of the relevant commitment) and voluntary permanent reductions of the Revolving Credit Commitments effected after the Acquisition Closing Date (including pursuant to debt buy-backs made by the Parent Borrower or any Restricted Subsidiary pursuant to "Dutch Auction" procedures and open market purchases permitted hereunder, in an amount equal to the discounted amount actually paid in cash in respect thereof), but excluding (A) any prepayment with the proceeds of substantially concurrent borrowings of new Loans hereunder, (B) any reduction of Revolving Credit Commitments in connection with a substantially concurrent issuance of new revolving commitments hereunder and (C) prepayments with the proceeds of substantially concurrent incurrence of other long term Indebtedness (other than borrowings under the Revolving Credit Facility and other revolving Indebtedness, in each case without a substantially concurrent permanent commitment reduction) (this clause (ii), the "Voluntary Prepayment Amount") plus (iii) unlimited additional Incremental Facilities and Incremental Equivalent Debt so long as, after giving Pro Forma Effect thereto and after giving effect to any Permitted Acquisition or permitted Investment consummated in connection therewith and all other appropriate Pro Forma Adjustments (but excluding the cash proceeds of any such Incremental Facilities or Incremental Equivalent Debt, as the case may be), (A) if such Incremental Facility is secured by a Lien on the Collateral that is *pari passu* with the Liens securing the Initial Tranche A Term Loans, the Tranche B-1 Term Loans, the Extended Term A Loans and the Second Amendment Incremental Term B Loans, the First Lien Leverage Ratio for the most recently ended Test Period does not exceed ~~3.66~~4.00:1.00 (or, to the extent such Incremental Facility is incurred in connection with any Permitted Acquisition or similar Investment not prohibited by the Loan Documents, the First Lien Leverage Ratio for the most recently ended Test Period does not exceed the greater of ~~3.66~~4.00:1.00 and the First Lien Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment), (B) if such Incremental Facility is secured by a Lien on the Collateral that is junior to the Liens securing the Initial Tranche A Term Loans, the Tranche B-1 Term Loans, the Extended Term A Loans and Second Amendment Incremental Term B Loans, the Secured Leverage Ratio for the most recently ended Test Period does not exceed ~~4.16~~4.50:1.00 (or, to the extent such Incremental Facility is incurred in connection with any Permitted Acquisition or similar Investment not prohibited by the Loan Documents, the Secured Leverage Ratio for the most recently ended Test Period does not exceed the greater of ~~4.16~~4.50:1.00 and the Secured Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment) or (C) if such Incremental Facility is unsecured or secured only by Liens on assets that do not constitute Collateral, the Total Leverage Ratio for the most recently ended Test Period does not exceed ~~5.30~~5.50:1.00 (or, to the extent such Incremental Facility is incurred in connection with any Permitted Acquisition or similar Investment not prohibited by the Loan Documents, the Total Leverage Ratio for the most recently ended Test Period does not exceed the greater of ~~5.30~~5.50:1.00 and the Total Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment), it being understood and agreed that Incremental Facilities may be incurred pursuant to this clause (iii) prior to utilization of the Unrestricted Incremental Amount and the Voluntary Prepayment Amount and assuming for purposes of such calculation that the full committed amount of any new Incremental Revolving Commitments and/or any Incremental Equivalent Debt constituting a revolving credit commitment then being incurred shall be treated as outstanding Indebtedness (this clause (iii), the "Incremental Incurrence Test"). Each Incremental Facility shall be in an integral multiple of $1,000,000 and be in an aggregate principal amount that is not less than $5,000,000 in case of Incremental Term Loans or $1,000,000 in case of Incremental Revolving Commitments, provided that such amount may be less than the applicable minimum amount if such amount represents all the remaining availability hereunder as set forth above. Each Incremental Facility (i) shall, if guaranteed, be guaranteed by the Guarantors that guarantee the other Obligations hereunder and (ii) if secured, will be secured by a Lien on the Collateral securing all of the other Obligations hereunder; provided that in the case of any Incremental Facility that is funded into Escrow pursuant to customary escrow arrangements, such Incremental Facility may be secured by the applicable funds and related assets held in Escrow (and the proceeds thereof) until the time of the release from Escrow of such funds.

(ii) Any Incremental Term Loans (other than Refinancing Term Loans) (i) for purposes of mandatory prepayments, shall be treated substantially the same as (and in any event no more favorably than) (x) in the case of Incremental Term A Loans, the Initial Tranche A Term Loans, or (y) in the case of Incremental Term B Loans, the Tranche B-1 Term Loans and the Second Amendment Incremental Term B Loans, (ii) shall have interest rate margins, amortization schedule (subject to clauses (iii) and (iv) below), optional prepayment or redemption terms and other terms as determined by the Borrowers and the lenders thereunder (provided that, in the case of any Incremental Term Loans that are (A) incurred under the Incremental Incurrence Test (other than pursuant to Section 2.14(f)), (B) secured by the Collateral on a *pari passu* basis with the Second Amendment Incremental Term B Loans and *pari passu* in right of payment with the Second Amendment Incremental Term B Loans (excluding any Qualifying Bridge Facility), (C) denominated in U.S. dollars, (D) in an aggregate principal amount in excess of the greater of (I) ~~$2,284,000,000~~2,562,000,000 and (II) 100% of Consolidated EBITDA as of the most recent Test Period, (E) incurred during the first six (6) months after the Second Amendment Effective Date, (F) scheduled to mature prior to the date that is one (1) year after the Maturity Date applicable to the Second Amendment Incremental Term B Loans, (G) not incurred to finance a Permitted Acquisition or other similar Investment and (H) broadly syndicated "term b" loans (any such Term Loans meeting the criteria of clauses (A) through (G) above and the following proviso, "Qualifying Term Loans"), if the Effective Yield for any such Incremental Term Loan exceeds the Effective Yield of the Second Amendment Incremental Term B Loans immediately prior to the effectiveness of the applicable Incremental Facility Amendment by more than 0.50% per annum, the Applicable Rate and/or, as set forth below, the interest rate floor relating to the Second Amendment Incremental Term B Loans shall be adjusted such that the Effective Yield of the Second Amendment Incremental Term B Loans is equal to the Effective Yield of such Incremental Term Loans minus 0.50% per annum, it being understood and agreed that the relative rate differentials in any pricing grid specified in the Applicable Rate shall continue to be maintained (the foregoing, including all qualifications and exceptions thereto, collectively, the "MFN Adjustment"); provided, further, that any increase in Effective Yield with respect to the Second Amendment Incremental Term B Loans due to the application of an interest rate floor to any Incremental Term Loan greater than the interest rate floor applicable to the Second Amendment Incremental Term B Loans shall be effected solely through an increase in the interest rate floor applicable to the Second Amendment Incremental Term B Loans), (iii) other than with respect to any Inside Maturity Debt and any Qualifying Bridge Facility, any Incremental Term Loan shall not have a final maturity date earlier than the Maturity Date applicable to the ~~Initial Tranche~~Extended Term A ~~Term~~ Loans (if such Incremental Term Loans are Incremental Term A Loans) or Tranche B-1Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, (iv) other than with respect to any Inside Maturity Debt and any Qualifying Bridge Facility, any Incremental Term Loan shall not have a Weighted Average Life to Maturity that is shorter than the Weighted Average Life to Maturity of the ~~Initial Tranche A~~Extended Term A Loans or Extended Term A Loans, as applicable (if such Incremental Term Loans are Incremental Term A Loans) or Tranche B-1 Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, and (v) except to the extent otherwise permitted by this Section 2.14, shall have the same terms and conditions as the ~~Initial Tranche~~Extended Term A ~~Term~~ Loans (if such Incremental Term Loans are Incremental Term A Loans) or Tranche B-1 Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, or such terms as are reasonably satisfactory to the Administrative Agent, it being understood that no consent shall be required from the Administrative Agent for terms and conditions that are more restrictive than the ~~Initial Tranche~~Extended Term A ~~Term~~ Loans (if such Incremental Term Loans are Incremental Term A Loans) or Tranche B-1 Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, to the extent that they apply to periods after the then Latest Maturity Date with respect to the ~~Tranche A~~Extended Term A Loans (if such Incremental Term Loans are Incremental Term A Loans) or Tranche B Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, or are otherwise added for the benefit of the Term Lenders holding ~~Tranche A~~Extended Term A Loans (if such Incremental Term Loans are Incremental Term A Loans) or Term Lenders holding Tranche B Term Loans or Second Amendment Incremental Term B Loans (if such Incremental Term Loans, in each case, are Incremental Term B Loans), as applicable, hereunder.

(iii) Any Incremental Revolving Commitments (other than Refinancing Revolving Commitments) (i) for purposes of prepayments, shall be treated substantially the same as (and in any event no more favorably than) the Revolving Credit Commitments, (ii) shall have interest rate margins and (subject to clauses (iii) and (iv)) amortization schedule as determined by the Borrowers and the lenders thereunder (provided that (A) in the case of a Revolving Credit Commitment Increase, the maturity date of such Revolving Credit Commitment Increase shall be the same as the Maturity Date applicable to the Revolving Credit Commitments, such Revolving Credit Commitment Increase shall require no scheduled amortization or mandatory commitment reduction prior to the final Maturity Date applicable to the Revolving Credit Commitments and the Revolving Credit Commitment Increase shall be on the exact same terms and pursuant to the exact same documentation applicable to the Revolving Credit Commitments and (B) in the case of an Additional Revolving Credit Commitment, the maturity date of such Additional Revolving Credit Commitment shall be no earlier than the Maturity Date applicable to the Revolving Credit Commitments and such Additional Revolving Credit Commitment shall require no scheduled amortization or mandatory commitment reduction prior to the final Maturity Date of the Revolving Credit Commitments), (iii) any Incremental Revolving Commitments shall not have a final maturity date earlier than the Maturity Date applicable to the Revolving Credit Commitments, (iv) any Incremental Revolving Commitments shall not have a Weighted Average Life to Maturity that is shorter than the Weighted Average Life to Maturity of the Revolving Credit Commitments and (v) except to the extent otherwise permitted by this Section 2.14, shall have the same terms and conditions as the Revolving Credit Commitments or such terms as are reasonably satisfactory to the Administrative Agent, it being understood that no consent shall be required from the Administrative Agent for terms and conditions that are more restrictive than the Revolving Credit Commitments to the extent that they apply to periods after the then Latest Maturity Date with respect to the Revolving Credit Facility or are otherwise added for the benefit of the Revolving Credit Lenders hereunder.

(iv) Each notice from the Borrowers pursuant to this Section 2.14 shall set forth the requested amount and proposed terms of the relevant Incremental Term Loans and/or Incremental Revolving Commitments. Any additional bank, financial institution, existing Lender or other Person that elects to extend Incremental Term Loans or Incremental Revolving Commitments shall be reasonably satisfactory to the Borrowers and, to the extent such consent, if any, would be required under Section 10.07(b) for an assignment of Loans or Revolving Credit Commitments, as applicable, to such Person, the Administrative Agent, the L/C Issuer and Swing Line Lender (any such bank, financial institution, existing Lender or other Person being called an "Additional Lender") and, if not already a Lender, shall become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrowers, such Additional Lender and, in the case of any Incremental Revolving Commitments, each L/C Issuer and Swing Line Lender and notified to the Administrative Agent. No Incremental Facility Amendment shall require the consent of any Lenders other than the Additional Lenders with respect to such Incremental Facility Amendment and, in the case of Incremental Revolving Commitments, the L/C Issuer and Swing Line Lender. No Lender shall be obligated to provide any Incremental Term Loans or Incremental Revolving Commitments, unless it so agrees. Commitments in respect of any Incremental Term Loans or Incremental Revolving Commitments shall become Commitments under this Agreement. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.14. Any Incremental Facility Amendment shall be pursuant to documentation to be mutually agreed among the Borrowers and the Lenders providing such Incremental Facility.

(v) The effectiveness of any Incremental Facility Amendment shall, unless otherwise agreed to by the Administrative Agent and the Additional Lenders, be subject to the satisfaction on the date thereof (each, an "Incremental Facility Closing Date") of each of the conditions set forth in Section 4.02 (it being understood that (i) the representations and warranties of each Loan Party set forth in Section 4.02 being true and correct in all material respect (although any representations and warranties which expressly relate to a given date or period shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and all references to "such date of such Credit Extension" shall be deemed to refer to the Incremental Facility Closing Date) and (ii) no Event of Default shall exist, or would result from such issuance of the Incremental Facility; provided in the case

of Incremental Facilities the proceeds of which will be used to finance a Limited Condition Transaction, (1) governed by the laws of the United States, (X) the only representations and warranties that will be required to be true and correct in all material respects as of the applicable Incremental Facility Closing Date shall be the Specified Representations and (Y) Section 4.02(b) shall be limited to Specified Events of Default and (2) governed by laws other than the laws of the United States, only customary "certain funds" conditions for the applicable jurisdiction or as required by the terms of the documentation governing such Limited Condition Transaction will be required to be satisfied). The proceeds of any Incremental Term Loans will be used for general corporate purposes (including (without limitation) Permitted Acquisitions) and for any other purpose not prohibited hereunder. Upon each increase in the Revolving Credit Commitments under such Revolving Credit Facility pursuant to this Section 2.14, each Revolving Credit Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Lender providing a portion of the Incremental Revolving Commitment (each, an "Incremental Revolving Lender") in respect of such increase, and each such Incremental Revolving Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Credit Lender's participations hereunder in outstanding Letters of Credit and Swing Line Loans such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding (i) participations hereunder in Letters of Credit under such Revolving Credit Facility and (ii) participations hereunder in Swing Line Loans held by each Revolving Credit Lender (including each such Incremental Revolving Lender) under such Revolving Credit Facility will equal the percentage of the aggregate Revolving Credit Commitments of all Revolving Credit Lenders represented by such Revolving Credit Lender's Revolving Credit Commitment. Additionally, if any Revolving Credit Loans are outstanding under a Revolving Credit Facility at the time any Incremental Revolving Commitments are established under such Revolving Credit Facility, the Revolving Credit Lenders immediately after effectiveness of such Incremental Revolving Commitments shall purchase and assign at par such amounts of the Revolving Credit Loans outstanding under such Revolving Credit Facility at such time as the Administrative Agent may require such that each Revolving Credit Lender under such Revolving Credit Facility holds its Applicable Percentage of all Revolving Credit Loans outstanding under such Revolving Credit Facility immediately after giving effect to all such assignments. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.

(vi) Any portion of any Incremental Facility incurred other than under the Incremental Incurrence Test may be reclassified at any time, as the Parent Borrower may elect from time to time, as incurred under the Incremental Incurrence Test if the Parent Borrower meets the applicable ratio under the Incremental Incurrence Test at such time on a Pro Forma Basis at any time subsequent to the incurrence of such Incremental Facility (or would have met such ratio, in which case, such reclassification shall be deemed to have automatically occurred if not elected by the Parent Borrower).

(o) Extensions of Term Loans and Revolving Credit Commitments.

(i) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrowers to all Lenders of any Class of Term Loans or any Class of Revolving Credit Commitments, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Credit Commitments of the applicable Class) and on the same terms to each such Lender, the Borrowers are hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Term Loans and/or Revolving Credit Commitments of the applicable Class and otherwise modify the terms of such Term Loans and/or Revolving Credit Commitments pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate or fees payable in respect of such Term Loans and/or Revolving Credit Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender's Term Loans, and which such extensions shall not be subject to any "no default" requirement, pro forma compliance with any leverage ratio or other financial tests or "most favored nations provisions") (each, an "Extension," and each group of Term Loans or Revolving Credit Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Credit Commitments (in each case not so extended), being a separate Class of Term Loans from the Class of Term Loans from which they were converted, and any Extended Revolving Credit Commitments (as defined below) shall constitute a separate Class of Revolving Credit

Commitments from the Class of Revolving Credit Commitments from which they were converted and it being understood that an Extension may be in the form of an increase in the amount of any other outstanding Class of Term Loans or Revolving Credit Commitments otherwise satisfying the criteria set forth below), so long as the following terms are satisfied: (i) except as to interest rates, fees and final maturity (which shall be determined by the Borrowers and set forth in the relevant Extension Offer), the Revolving Credit Commitment of any Revolving Credit Lender that agrees to an extension with respect to such Revolving Credit Commitment (an "Extending Revolving Credit Lender") extended pursuant to an Extension (an "Extended Revolving Credit Commitment"), and the related outstandings, shall be a Revolving Credit Commitment (or related outstandings, as the case may be) with the same terms as the original Class of Revolving Credit Commitments; provided, that at no time shall there be Revolving Credit Commitments hereunder (including Extended Revolving Credit Commitments and any original Revolving Credit Commitments) which have more than three different maturity dates, (ii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iii), (iv) and (v), be determined by the Parent Borrower and set forth in the relevant Extension Offer), the Term Loans of any Term Lender that agrees to an extension with respect to such Term Loans extended pursuant to any Extension ("Extended Term Loans") shall have the same terms as the Class of Term Loans subject to such Extension Offer other than with respect to covenants or other provisions applicable to periods after the Latest Maturity Date, (iii) the final maturity date of any Extended Term Loans shall be no earlier than the then latest maturity date hereunder and the amortization schedule applicable to Term Loans pursuant to Section 2.07(c) for periods prior to the Maturity Date for Term Loans may not be increased, (iv) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans extended thereby, (v) any Extended Term Loans may participate (A) on a pro rata basis, a less than pro rata basis, or a greater than pro rata basis in any voluntary repayments or prepayments hereunder and (B) on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any mandatory repayments or prepayments hereunder, in each case as specified in the respective Extension Offer, (vi) if the aggregate principal amount of the class of Term Loans (calculated on the face amount thereof) or Revolving Credit Commitments, as the case may be, in respect of which Term Lenders or Revolving Credit Lenders of such Class, as the case may be, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Credit Commitments of such Class, as the case may be, offered to be extended by the Borrowers pursuant to such Extension Offer, then the Term Loans or Revolving Credit Loans of such Class, as the case may be, of such Term Lenders or Revolving Credit Lenders, as the case may be, shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Term Lenders or Revolving Credit Lenders, as the case may be, have accepted such Extension Offer, (vii) all documentation in respect of such Extension shall be consistent with the foregoing, (viii) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrowers and (ix) the Minimum Tranche Amount shall be satisfied unless waived by the Administrative Agent. No Lender shall be obligated to extend its Term Loans or Revolving Credit Commitments unless it so agrees.

(ii) With respect to all Extensions consummated by the Borrowers pursuant to this Section 2.15, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.05 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment, provided that (x) the Borrowers may at their election specify as a condition (a "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrowers' sole discretion and may be waived by the Borrowers) of Term Loans or Revolving Credit Commitments (as applicable) of any or all applicable Classes be tendered and (y) no Class of Extended Term Loans shall be in an amount of less than $10,000,000 (the "Minimum Tranche Amount"), unless such Minimum Tranche Amount is waived by the Administrative Agent. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.15 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving Credit Commitments on the such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 2.05, 2.12 and 2.13) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.15.

(iii) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Credit Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Credit Commitments, the consent of the L/C Issuer and the Swing Line Lender (which consent shall not be unreasonably withheld or delayed); provided that any Lender that elects not to agree to such Extension (such Lender being, a "Non-Extending Lender") may be replaced by the Borrowers pursuant to Section 3.06. All Extended Term Loans, Extended Revolving Credit Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary in order to establish new Classes in respect of Revolving Credit Commitments or Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment of such new Classes, in each case on terms consistent with this Section 2.15.

(iv) In connection with any Extension, the Borrowers shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.15.

(p) Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) The Commitment Fee shall cease to accrue on any of the Revolving Credit Commitments of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Commitment, Outstanding Amount of Term Loans and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, the Required Lenders or the Required Revolving Credit Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.01); provided that (x) any waiver, amendment or modification of the type described in clause (a), (b) or (c) of the first proviso in Section 10.01 that would apply to the Revolving Credit Commitments or Obligations owing to such Defaulting Lender or (y) any waiver, amendment or modification (other than as described in the foregoing clause (x) requiring the consent of all Lenders or each affected Lender) which affects such Defaulting Lender disproportionally when compared to other affected Lenders, in each case, shall require the consent of such Defaulting Lender with respect to the effectiveness of such waiver, amendment or modification with respect to the Revolving Credit Commitments or Obligations owing to such Defaulting Lender;

(c) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender

against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default or Event of Default exists, to the payment of any amounts owing to any Loan Party as a result of any judgment of a court of competent jurisdiction obtained by any Loan Party against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that, if such payment is a payment of the principal amount of any Loans, such payment shall be applied solely to pay the relevant Loans of the relevant non-Defaulting Lenders on a pro rata basis prior to being applied in the manner set forth in this clause (c).

(d) if any Swing Line Obligations or L/C Obligations exist at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swing Line Obligations or L/C Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentage but only to the extent that such non-Defaulting Lenders' Revolving Credit Exposures does not exceed its Revolving Credit Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within three (3) Business Days following notice by the Administrative Agent (x) first, prepay such Swing Line Obligations and (y) second, Cash Collateralize for the benefit of the L/C Issuer only the Borrowers' obligations corresponding to such Defaulting Lender's L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.03(f) for so long as such L/C Obligations are outstanding;

(iii) if the Borrowers Cash Collateralize any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.03(h) with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are Cash Collateralized;

(iv) if the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.09(a) and 2.03(h) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentage; and

(v) if all or any portion of such Defaulting Lender's L/C Obligations is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the L/C Issuer or any other Lender hereunder, all letter of credit fees payable under Section 2.03(h) with respect to such Defaulting Lender's L/C Obligations shall be payable to the L/C Issuer until and to the extent that such L/C Obligations are reallocated and/or Cash Collateralized; and

(e) so long as such Lender is a Defaulting Lender, the Swing Line Lender shall not be required to fund any Swing Line Loan and the L/C Issuer shall not be required to issue, amend or increase any Letter of Credit, unless it has received assurances satisfactory to it that non-

Defaulting Lenders will cover the related exposure and/or cash collateral will be provided by the Borrowers in accordance with Section 2.16(d), and participating interests in any newly made Swing Line Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.16(d)(i) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent, the Borrowers, the Swing Line Lender and the L/C Issuer each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swing Line Obligations and L/C Obligations of the Revolving Credit Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment and on such date such Lender shall purchase at par such of the Revolving Credit Loans of the other Revolving Credit Lenders (other than Swing Line Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Revolving Credit Loans in accordance with its Applicable Percentage; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; provided, further, that, except to the extent otherwise expressly agreed by the affected parties and subject to Section 10.24, no change hereunder from Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

(q) Permitted Debt Exchanges.

(i) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "Permitted Debt Exchange Offer") made from time to time by the Borrowers to all Lenders (other than, with respect to any Permitted Debt Exchange Offer that constitutes an offering of securities, any Lender that, if requested by the Parent Borrower, is unable to certify that it is (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act), (ii) an institutional "accredited investor" (as defined in Rule 501 under the Securities Act) or (iii) not a "U.S. person" (as defined in Rule 902 under the Securities Act)) with outstanding Term Loans of a particular Class, the Borrowers may from time to time consummate one or more exchanges of such Term Loans for Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, or subordinated notes or loans) (such Indebtedness, "Permitted Debt Exchange Notes" and each such exchange, a "Permitted Debt Exchange"), so long as the following conditions are satisfied:

(1) each such Permitted Debt Exchange Offer shall be made on a pro rata basis to the Lenders (other than, with respect to any Permitted Debt Exchange Offer that constitutes an offering of securities, any Lender that, if requested by the Borrowers, is unable to certify that it is (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act), (ii) an institutional "accredited investor" (as defined in Rule 501 under the Securities Act) or (iii) not a "U.S. person" (as defined in Rule 902 under the Securities Act)) of each applicable Class based on their respective aggregate principal amounts of outstanding Term Loans under each such Class;

(2) the aggregate principal amount (calculated on the face amount thereof) of such Permitted Debt Exchange Notes shall not exceed the aggregate principal amount (calculated on the face amount thereof) of Term Loans so refinanced, except to the extent a different incurrence basket pursuant to Section 7.03 is utilized and with respect to an amount equal to any fees, expenses, commissions, underwriting discounts and premiums payable in connection with such Permitted Debt Exchange;

(3) the stated final maturity of such Permitted Debt Exchange Notes is not earlier than the latest Maturity Date for the Class or Classes of Term Loans being exchanged, and such stated final maturity is not subject to any conditions that could result in such stated final maturity occurring on a date that precedes such latest maturity date (it being understood that acceleration or mandatory repayment, prepayment, redemption or repurchase of such Permitted Debt Exchange Notes upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition shall not be deemed to constitute a change in the stated final maturity thereof);

(4) such Permitted Debt Exchange Notes are not required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition) prior to the latest Maturity Date for the Class or Classes of Term Loans being exchanged, provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated, including scheduled offers to repurchase) of such Permitted Debt Exchange Notes shall be permitted so long as the Weighted Average Life to Maturity of such Indebtedness shall be longer than the remaining Weighted Average Life to Maturity of the Class or Classes of Term Loans being exchanged;

(5) no Restricted Subsidiary is a borrower or guarantor with respect to such Indebtedness unless such Restricted Subsidiary is or substantially concurrently becomes a Loan Party;

(6) if such Permitted Debt Exchange Notes are secured, such Permitted Debt Exchange Notes are secured on a *pari passu* basis or junior priority basis to the Obligations and (A) such Permitted Debt Exchange Notes are not secured by any assets not securing the Obligations unless such assets substantially concurrently secure the Obligations and (B) the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement;

(7) the terms and conditions of such Permitted Debt Exchange Notes (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the Maturity Date of the Class or Classes of Term Loans being exchanged) reflect market terms and conditions at the time of incurrence or issuance as reasonably determined by the Parent Borrower in good faith; provided that if such Permitted Debt Exchange Notes contain any financial maintenance covenants, such covenants shall not be more restrictive than (or in addition to) those contained in this Agreement (unless such covenants are also added for the benefit of the Lenders under this Agreement, in which case any requirement to so comply shall not require the consent of any Lender or Agent hereunder;

(8) all Term Loans exchanged under each applicable Class by the Borrowers pursuant to any Permitted Debt Exchange shall automatically be canceled and retired by the Borrowers on date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Assumption, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrowers for immediate cancellation), and accrued and unpaid interest on such Term Loans shall

be paid to the exchanging Lenders on the date of consummation of such Permitted Debt Exchange, or, if agreed to by the Borrowers and the Administrative Agent, the next scheduled Interest Payment Date with respect to such Term Loans (with such interest accruing until the date of consummation of such Permitted Debt Exchange);

(9) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of a given Class tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the Borrowers pursuant to such Permitted Debt Exchange Offer, then the Borrowers shall exchange Term Loans under the relevant Class tendered by such Lenders ratably up to such maximum based on the respective principal amounts so tendered, or, if such Permitted Debt Exchange Offer shall have been made with respect to multiple Classes without specifying a maximum aggregate principal amount offered to be exchanged for each Class, and the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of all Classes tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of all relevant Classes offered to be exchanged by the Borrowers pursuant to such Permitted Debt Exchange Offer, then the Borrowers shall exchange Term Loans across all Classes subject to such Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered;

(10) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrowers and the Administrative Agent; and

(11) any applicable Minimum Tender Condition or Maximum Tender Condition, as the case may be, shall be satisfied or waived by the Borrowers.

Notwithstanding anything to the contrary herein, no Lender shall have any obligation to agree to have any of its Loans or Commitments exchanged pursuant to any Permitted Debt Exchange Offer.

(ii) With respect to all Permitted Debt Exchanges effected by the Borrowers pursuant to this Section 2.17, such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 in aggregate principal amount of Term Loans, provided that subject to the foregoing the Borrowers may at its election specify (A) as a condition (a "Minimum Tender Condition") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrowers' discretion) of Term Loans of any or all applicable Classes be tendered and/or (B) as a condition (a "Maximum Tender Condition") to consummating any such Permitted Debt Exchange that no more than a maximum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrowers' discretion) of Term Loans of any or all applicable Classes will be accepted for exchange. The Administrative Agent and the Lenders hereby acknowledge and agree that the provisions of Sections 2.05, 2.06 and 2.13 do not apply to the Permitted Debt Exchange and the other transactions contemplated by this Section 2.17 and hereby agree not to assert any Default or Event of Default in connection with the implementation of any such Permitted Debt Exchange or any other transaction contemplated by this Section 2.17.

(iii) In connection with each Permitted Debt Exchange, the Borrowers shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and the Borrowers and the Administrative Agent, acting reasonably, shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.17; provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than five (5) Business Days following the date on which the Permitted Debt Exchange Offer is made. The Borrowers shall provide the final results of such Permitted Debt Exchange to the Administrative Agent no later than three (3) Business Days prior to the proposed date of effectiveness for such Permitted Debt Exchange (or such shorter period agreed to by the Administrative Agent in its sole discretion) and the Administrative Agent shall be entitled to conclusively rely on such results.

(iv) The Borrowers shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (i) neither the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrowers' compliance with such laws in connection with any Permitted Debt Exchange and (ii) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Exchange Act.

(r) Parent Borrower as Agent. The Borrowers (other than the Parent Borrower) hereby appoint the Parent Borrower to act as their agent for all purposes under this Agreement (including, without limitation, with respect to all matters related to the borrowing and repayment of Loans) and the other Loan Documents and agree that (i) the Parent Borrower may execute such documents on behalf of the Borrowers as the Parent Borrower deems appropriate in its sole discretion and the Borrowers shall be obligated by all of the terms of any such document executed on their behalf, (ii) any notice or communication delivered by the Administrative Agent or any Lender to the Parent Borrower shall be deemed delivered to all Borrowers and (iii) the Administrative Agent and the Lenders may accept, and be permitted to rely on, any document, instrument or agreement executed by the Parent Borrower on behalf of the Borrowers. For the avoidance of doubt, each Borrower shall be jointly and severally liable with the other Borrowers for all Obligations hereunder.

16.

Taxes, Increased Costs Protection and Illegality

(a) Taxes.

(i) Except as provided in this Section 3.01, all payments by the Borrowers or any Guarantor to or for the account of any Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any Taxes unless required by applicable Law. If any applicable withholding agent shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document, (i) if such Taxes are Indemnified Taxes, the sum payable by the Borrowers or applicable Guarantor shall be increased as necessary so that after all required deductions have been made (including any such deductions applicable to additional sums payable under this Section 3.01), the applicable Lender (or, in the case of any amount received by an Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such deductions been made, (ii) such applicable withholding agent shall make such deductions, (iii) such applicable withholding agent shall pay the full amount deducted to the relevant Governmental Authority or other authority in accordance with applicable Laws, and (iv) within thirty (30) days after the date of such payment by such applicable withholding agent (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), such applicable withholding agent shall furnish to Borrowers and such Agent or Lender (as the case may be) the original or a facsimile copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(ii) In addition, but without duplication of any amounts payable pursuant to Section 3.01(a) or (c), the Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, all Other Taxes.

(iii) Without duplication of any amounts payable pursuant to Section 3.01(a) or Section 3.01(b), the Borrowers shall indemnify each Agent and each Lender for (i) the full amount of Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction in respect of amounts payable under this Section 3.01) payable by such Agent and such Lender and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Such Agent or Lender, as the case may be, will, at the Borrowers' request, provide the Parent Borrower with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts which shall be conclusive absent manifest error. Payment under this Section 3.01(c) shall be made within ten (10) days after the date such Lender or such Agent makes a demand therefor. Notwithstanding anything to the contrary contained in this Section 3.01(c), no Loan Party shall be required to indemnify any Agent or any Lender pursuant to this Section 3.01(c) for any incremental interest, penalties or expenses resulting from the failure of such Agent or Lender to notify the Loan Party of such possible indemnification claim within 180 days after such Agent or Lender receives written notice from the applicable Governmental Authority of the specific tax assessment giving rise to such indemnification claim.

(iv) If any Lender or Agent determines, in its reasonable discretion, that it has received a refund in respect of any Indemnified Taxes as to which indemnification or additional amounts have been paid to it by the Borrowers or any Guarantor pursuant to this Section 3.01, it shall promptly remit an amount equal to such refund as soon as practicable after it is determined that such refund pertains to Indemnified Taxes (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers or any Guarantor under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund plus any interest included in such refund by the relevant Governmental Authority attributable thereto) to the Borrowers, net of all reasonable out-of-pocket expenses (including any Taxes) of the Lender or Agent, as the case may be and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrowers, upon the request of the Lender or Agent, as the case may be, agree promptly to return an amount equal to such refund (plus any applicable interest, additions to tax or penalties) to such party in the event such party is required to repay such refund to the relevant Governmental Authority. Such Lender or Agent, as the case may be, shall, at the Borrowers' request, provide the Borrowers with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Lender or Agent may delete any information therein that such Lender or Agent deems confidential). Nothing herein contained shall interfere with the right of a Lender or Agent to arrange its Tax affairs in whatever manner it thinks fit nor oblige any Lender or Agent to claim any Tax refund or to make available its Tax returns or disclose any information relating to its Tax affairs or any computations in respect thereof or require any Lender or Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(v) Each Lender shall, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or (c) with respect to such Lender it will, if requested by the Borrowers, use commercially reasonable efforts (subject to legal and regulatory restrictions), at Borrowers' expense, to designate another Applicable Lending Office for any Loan affected by such event; provided that such efforts are made on terms that, in the judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section 3.01(e) shall affect or postpone any of the Obligations of the Borrowers or the rights of such Lender pursuant to Section 3.01(a) or (c).

(vi) Each Lender shall, at such times as are reasonably requested by the Borrowers or the Administrative Agent, provide the Parent Borrower and the Administrative Agent with any documentation prescribed by applicable Law, or reasonably requested by the Borrowers or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction

in, any withholding Tax with respect to any payments to be made to such Lender under any Loan Document. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any documentation specifically referenced below) expired, obsolete or inaccurate in any respect, deliver promptly to the Borrowers and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Parent Borrower and the Administrative Agent in writing of its ineligibility to do so.

Without limiting the generality of the foregoing:

(1) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Parent Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding;

(2) Each Lender that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Parent Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter when required by Law or upon the reasonable request of the Borrowers or the Administrative Agent) whichever of the following is applicable:

a. two duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms) claiming eligibility for benefits of an income Tax treaty to which the United States is a party,

b. two duly completed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

c. in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) or the Code, (x) a certificate, in substantially the form of Exhibit L (any such certificate a "United States Tax Compliance Certificate"), or any other documentation approved by the Administrative Agent, to the effect that such Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Parent Borrower within the meaning of Section 881(c)(3)(B) of the Code or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and that no payments under the Loan Documents are effectively connected with such Lender's conduct of a U.S. trade or business, and (y) two duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms),

d. to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership or a participating Lender), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by a Form W-8ECI, W-8BEN or W-8BEN-E, as applicable (or any successor forms), United States Tax Compliance Certificate, Form W-9, Form W-8IMY (or other successor forms) or any other required information from each beneficial owner, as applicable (provided that, if the Lender is a partnership and not a participating Lender, and one or more direct or indirect partners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such direct or indirect partner(s)), or

e. two duly completed copies of any other documentation prescribed by applicable U.S. federal income Tax Laws (including the Treasury regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding Tax on any payments to such Lender under the Loan Documents.

i. (iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by applicable Law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 3.01(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this Section 3.01(f), a Lender shall not be required to deliver any form that such Lender is not legally eligible to deliver.

Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 3.01(f).

(vii) The Administrative Agent shall provide the Parent Borrower with two duly completed original copies of, if it is a United States person (as defined in Section 7701(a)(30) of the Code), Internal Revenue Service Form W-9 certifying that it is exempt from U.S. federal backup withholding, and, if it is not a United States person, (1) Internal Revenue Service Form W-8ECI with respect to payments to be received by it as a beneficial owner and (2) Internal Revenue Service Form W-8IMY (together with required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, and shall update such forms periodically upon the reasonable request of the Borrowers. Notwithstanding any other provision of this Section 3.01(g), the Administrative Agent shall not be required to deliver any documentation that such Administrative Agent is not legally eligible to deliver.

(viii) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 3.01, include any L/C Issuer and any Swing Line Lender and "applicable Law" includes FATCA.

(ix) Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(b) Inability to Determine Rates.

(i) If in connection with any request for a Term SOFR Loan or an Alternative Revolver Currency Loan or a conversion of Base Rate Loans to Term SOFR Loans or a continuation of any of such Loans, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate for the applicable Available Currency has been determined in accordance with Section 3.02(b) and the circumstances under clause (i) of Section 3.02(b) or the Scheduled Unavailability Date has occurred with respect to such Relevant Rate (as applicable), or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the applicable Available Currency for any determination date(s) or requested Interest Period, as applicable, with respect to a proposed Term SOFR Loan or an Alternative Revolver Currency Loan or the determination of the Term SOFR component of the Base Rate in connection with an existing or proposed Base Rate Loan, or (ii) the Administrative Agent or the Required Lenders determine that for any reason that the Relevant Rate with respect to a proposed Loan denominated in an Available Currency for any requested Interest Period or determination date(s) does not

adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Parent Borrower and each Lender.

(ii) Thereafter, (x) the obligation of the Lenders to make or maintain Loans in the affected currencies, as applicable, or to convert Base Rate Loans to Term SOFR Loans, shall be suspended in each case to the extent of the affected Alternative Revolver Currency Loans or Interest Period or determination date(s), as applicable, and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Base Rate, the utilization of the Term SOFR component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of Section 3.02(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

(iii) Upon receipt of such notice, (i) the Parent Borrower may revoke any pending request for a Borrowing of, or conversion to Term SOFR Loans, or Borrowing of, or continuation of Alternative Revolver Currency Loans to the extent of the affected Alternative Revolver Currency Loans or Interest Period or determination date(s), as applicable or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans denominated in Dollars in the Dollar amount of the amount specified therein and (ii) (A) any outstanding Term SOFR Loans shall be deemed to have been converted to Base Rate Loans immediately and (B) any outstanding affected Alternative Revolver Currency Loans, at the Parent Borrower's election, shall either (1) be converted into a Borrowing of Base Rate Loans denominated in Dollars in the Dollar amount of the amount of such outstanding Alternative Revolver Currency Loan immediately, in the case of an Alternative Revolver Currency Daily Rate Loan or at the end of the applicable Interest Period, in the case of a Term SOFR Loan or Alternative Revolver Currency Term Rate Loan or (2) be prepaid in full immediately, in the case of an Alternative Revolver Currency Daily Rate Loan, or at the end of the applicable Interest Period, in the case of a Term SOFR Loan or Alternative Revolver Currency Term Rate Loan; provided that if no election is made by the Parent Borrower (x) in the case of an Alternative Revolver Currency Daily Rate Loan, by the date that is three Business Days after receipt by the Parent Borrower of such notice or (y) in the case of a Term SOFR Loan or Alternative Revolver Currency Term Rate Loan, by the last day of the current Interest Period for the applicable Term SOFR Loan or Alternative Revolver Currency Term Rate Loan, the Parent Borrower shall be deemed to have elected clause (1) above.

(iv) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Parent Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Parent Borrower) that the Parent Borrower or Required Lenders (as applicable) have determined, that:

(1) adequate and reasonable means do not exist for ascertaining the Relevant Rate for an Available Currency because none of the one month, three month or six month interest periods of such Relevant Rate (including any forward-looking term rate thereof) is available or published on a current basis and such circumstances are unlikely to be temporary, or

(2) the Applicable Authority (or any successor administrator of the Term SOFR Screen Rate) has made a public statement identifying a specific date after which one month, three month and six month interest periods of the Relevant Rate for an Available Currency (including any forward-looking term rate thereof) or the Term SOFR Screen Rate shall or will no longer be representative or made available, or permitted to be used for determining the

interest rate of loans denominated in such Available Currency, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent that will continue to provide such interest period(s) of the Relevant Rate for such Available Currency (the latest date on which one month, three month and six month interest periods of the Relevant Rate for such Available Currency (including any forward-looking term rate thereof) are no longer representative or available permanently or indefinitely, the "Scheduled Unavailability Date"),

or if the events or circumstances of the type described in Section 3.02(a)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then, (x) with respect to Term SOFR, on a date and time determined by the Administrative Agent (any such date, the "Term SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR plus the SOFR Adjustment for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the "Term SOFR Successor Rate"), and (y) with respect to any other Relevant Rate (or if Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date), reasonably promptly after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and the Parent Borrower may amend this Agreement to replace the Relevant Rate for an Available Currency or any then current Successor Rate for an Available Currency in accordance with this Section 3.02 with an alternate benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Available Currency for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Available Currency for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, an "Other Relevant Rate Successor Rate" and together with the Term SOFR Successor Rate, a "Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Parent Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a quarterly basis.

The Administrative Agent will promptly (in one or more notices) notify the Parent Borrower and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent (in consultation with the Parent Borrower).

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than, (x) in the case of Tranche B-1 Term Loans, 0.50% per annum, or (y) in the case of the ~~Initial Tranche~~Extended Term A Loans, Second Amendment Incremental Term B Loans and Revolving Credit Loans, 0.00% per annum, the Successor Rate will be deemed to be 0.50% per annum or 0.00% per annum, respectively, for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, the Administrative Agent will have the right to make Conforming Changes from time to time, in consultation with the Parent Borrower, and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Parent Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(c) For purposes of this Section 3.02, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in the relevant Alternative Revolver Currency shall be excluded from any determination of Required Lenders.

(c) Increased Cost and Reduced Return; Capital Adequacy.

(i) If any Lender determines that as a result of any Change in Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Loan or issuing or participating in Letters of Credit, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.03(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes or Other Taxes indemnifiable under Section 3.01, (ii) Excluded Taxes or (iii) reserve requirements contemplated by Section 3.03(c)), then from time to time within fifteen (15) days after demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Parent Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction; provided that in the case of any Change in Law only applicable as a result of the proviso set forth in the definition thereof, such Lender will only be compensated for such amounts that would have otherwise been imposed under the applicable increased cost provisions and only to the extent the applicable Lender certifies that it is its general policy or practice to impose such charges on other similarly situated borrowers under comparable syndicated credit facilities.

(ii) If any Lender determines that as a result of any Change in Law regarding capital adequacy or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Applicable Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within fifteen (15) days after receipt of such demand.

(iii) [Reserved].

(iv) Subject to Section 3.05(b), failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation.

(v) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Borrowers, use commercially reasonable efforts to designate another Applicable Lending Office for any Loan or Letter of Credit affected by such event; provided that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; and provided further that nothing in this Section 3.03(e) shall affect or postpone any of the Obligations of the Borrowers or the rights of such Lender pursuant to Section 3.03(a), (b), (c) or (d).

(d) Funding Losses. Promptly following written demand of any Lender (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Parent Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense (excluding loss of anticipated profits) actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of any Interest Period, relevant interest payment date or payment period, as applicable, for such Loan, if applicable (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Parent Borrower;

(c) any assignment of a Term SOFR Loan or Alternative Currency Term Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Parent Borrower pursuant to Section 3.06; or

(d) any failure by the Borrowers to make payment of any Revolving Credit Loan or drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency;

including any foreign exchange loss and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract.

(e) Matters Applicable to All Requests for Compensation.

(i) Any Agent or any Lender claiming compensation under this Article III shall deliver a certificate to the Borrowers setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of demonstrable error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(ii) With respect to any Lender's claim for compensation under Section 3.02, Section 3.03, or Section 3.04 the Borrowers shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrowers of the event that gives rise to such claim; provided that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrowers under Section 3.03, the Borrowers may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue Term SOFR Loans or Alternative Revolver Currency Loans from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans or Alternative Revolver Currency Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.05(c) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(iii) If the obligation of any Lender to make or continue any Term SOFR Loan or Alternative Revolver Currency Loan from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans or Alternative Revolver Currency Loans shall, to the extent denominated in Dollars, be suspended pursuant to Section 3.05(b) hereof, such Lender's Term SOFR Loans shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(1) to the extent that such Lender's Term SOFR Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Term SOFR Loans shall be applied instead to its Base Rate Loans; and

(2) all Loans that would otherwise be made or continued from one Interest Period to another by such Lender as Term SOFR Loans, to the extent denominated in Dollars, shall be made or continued instead as Base Rate Loans, and all Base Rate Loans of such Lender that would otherwise be converted into Term SOFR Loans or Alternative Revolver Currency Loans shall remain as Base Rate Loans.

(iv) If any Lender gives notice to the Borrowers (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to the conversion of such Lender's Term SOFR Loans denominated in Dollars pursuant to this Section 3.05 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted Term SOFR Loans, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Term SOFR Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective principal amount of Commitments.

(f) Replacement of Lenders under Certain Circumstances.

(i) If at any time (i) any Lender requests reimbursement for amounts owing pursuant to Section 3.01 or Section 3.03 as a result of any condition described in such Sections and Lender has declined or is unable to designate a different lending office in accordance with Section 3.01(e) or any Lender ceases to make Term SOFR Loans as a result of any condition described in Section 3.02 or Section 3.03, (ii) any Lender becomes a Defaulting Lender, (iii) any Lender becomes a Non-Consenting Lender or (iv) any Lender becomes a Non-Extending Lender, then the Borrowers may, on prior written notice to the Administrative Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be paid by the Borrowers in such instance) all of its rights and obligations under this Agreement (or, with respect to clause (iii) and clause (iv) above, all of its rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, waiver or amendment) to one or more Eligible Assignees (provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender or other such Person; and provided, further, that (A) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments and (B) in the case of any such assignment resulting from a Lender becoming a Non-Consenting Lender or a Non-Extending Lender, the applicable Eligible Assignees shall have agreed to the applicable departure, waiver or amendment of the Loan Documents).

(ii) Any Lender being replaced pursuant to Section 3.06(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, as applicable (provided that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register) and (ii) deliver Notes, if any, evidencing such Loans to the Borrowers or Administrative Agent. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's

Commitments and outstanding Loans and participations in L/C Obligations and Swing Line Loans, as applicable, (B) all obligations of the Loan Parties owing to the assigning Lender relating to the Loan Documents and participations so assigned shall be paid in full by the assignee Lender or the Loan Parties (as applicable) to such assigning Lender concurrently with such assignment and assumption, any amounts owing to the assigning Lender (other than a Defaulting Lender) under Section 3.04 as a consequence of such assignment and, in the case of an assignment of Term Loans in connection with a Repricing Transaction, the premium, if any, that would have been payable by the Borrowers on such date pursuant to Section 2.05(a)(iv) if such Lender's Term Loans subject to such assignment had been prepaid on such date shall have been paid by the Borrowers to the assigning Lender and (C) upon such payment and, if so requested by the assignee Lender, the assignor Lender shall deliver to the assignee Lender the appropriate Notes executed by the Borrowers, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(iii) Notwithstanding anything to the contrary contained above, any Lender that acts as an L/C Issuer may not be replaced hereunder at any time that it has any Letter of Credit outstanding hereunder unless arrangements reasonably satisfactory to such L/C Issuer (including the furnishing of a back-up standby letter of credit in form and substance, and issued by an issuer reasonably satisfactory to such L/C Issuer, or the depositing of cash collateral into a cash collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to each such outstanding Letter of Credit and the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.09.

(iv) In the event that (i) the Borrowers or the Administrative Agent have requested that the Lenders consent to a departure or waiver of any provisions of the Loan Documents or agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of Section 10.01 or all the Lenders with respect to a certain Class of the Loans and (iii) the Required Lenders or Required Revolving Credit Lenders, as applicable, have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender."

(v) Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 3.06 may be effected pursuant to an Assignment and Assumption executed by the Borrowers, the Administrative Agent and the assignee and that the Lender making such assignment need not be a party thereto.

(g) Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to a Relevant Rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to engage in revert repurchase of U.S. Treasury securities transactions of the type included in the determination of SOFR or Term SOFR, or to determine or charge interest rates based upon a Relevant Rate or SOFR or to purchase or sell, or to take deposits of, any Alternative Currency in the applicable interbank market, in each case after the Acquisition Closing Date, then, on written notice thereof by such Lender to the Parent Borrower through the Administrative Agent, (a) any obligation of such Lender to make or maintain Alternative Revolver Currency Loans in the affected currency or currencies or, in the case of Loans denominated in Dollars, to make or maintain Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be, in each case, suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Parent Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrowers shall promptly, following written demand from such Lender (with a copy to the Administrative Agent), prepay all Term SOFR Loans or Alternative Revolver Currency Rate Loans, as applicable, in the affected currency or currencies or, if applicable and such Loans are denominated in Dollars, convert all Term SOFR Loans of such Lender to Base Rate Loans (the

interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate), in each case, immediately, or, in the case of Term SOFR Loans and Alternative Revolver Currency Term Rate Loans, on the last day of the Interest Period therefor if such Lender may lawfully continue to maintain such Term SOFR Loans or Alternative Revolver Currency Term Rate Loans to such day, and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR or Term SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR or Term SOFR. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted, and all amounts due, if any, in connection with such prepayment or conversion under Section 3.04. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender. It has not, since the date on which such Lender first became a party, become illegal for such Lender to make, or to allow to remain outstanding, that Certain Funds Utilization, provided that such Lender has notified the Borrowers through the Administrative Agent immediately upon becoming aware of the relevant issue in accordance with this Section 3.07, and provided further that such illegality alone will not excuse any other Lender from participating in the relevant Certain Funds Utilization and will not in any way affect the obligations of any other Lender.

(h) Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder and any assignment of rights by or replacement of a Lender.

17.

Conditions Precedent to Credit Extensions

(a) Conditions to Certain Funds Utilization. The obligation of each Lender to make (i) its initial Credit Extension hereunder and (ii) any other Certain Funds Utilization during the Certain Funds Period is subject to satisfaction of the following conditions precedent (or waiver thereof in accordance with Section 10.01):

(a) a certificate from the Parent Borrower (or any of its relevant Affiliates) (signed by an officer or authorized signatory) confirming that in the case of a Scheme, the Scheme Effective Date shall have occurred or, in the case of an Offer, the Offer shall have become or shall have been declared unconditional in all respects (or, in each case, will have occurred, become or so declared as at the Acquisition Closing Date);

(b) no Major Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom;

(c) a Request for Credit Extension of the Initial Term Loans relating to a Credit Extension in accordance with the requirements hereof;

(d) a copy of the constitutional documents of each Loan Party;

(e) with respect to each Loan Party, to the extent legally required, a copy of a resolution of the board of directors, the shareholders or equivalent body of each Loan Party approving the Loan Documents to which it is a party and the transactions contemplated hereby and thereby;

(f) specimen signatures for the person(s) authorized in the resolutions referred to in clause (e) above (to the extent such person will execute any Loan Document);

(g) a certificate from each Loan Party (signed by an officer or authorized signatory):

(i) certifying that each copy document relating to it specified in clauses (d) through (f) above is correct, complete and (to the extent executed) in full force and effect and has not been amended or superseded prior to the date of this Agreement; and

(ii) confirming that, subject to the guarantee limitations set out in this Agreement or any other Loan Document, borrowing or guaranteeing or securing (as appropriate) the Commitments would not cause any borrowing, guarantee or security limit binding on it to be exceeded;

(h) a legal opinion from Kirkland & Ellis LLP in respect of the capacity of the Loan Parties incorporated or organized in Delaware and California to enter into the Loan Documents to which they are a party and in respect of the enforceability of the Collateral Documents governed by New York law;

(i) reasonable evidence that payment of all fees earned, due and payable to the Administrative Agent and required to be paid under any Loan Documents shall have been made (or shall be made substantially contemporaneously with funding; provided that a reference to payment of such fees in the relevant Request for Credit Extension or in a customary "funds flow" shall be deemed to be reasonable evidence that this condition precedent is satisfactory to the Administrative Agent; and

(j) it has not, since the date on which such Lender first became a party, become illegal for such Lender to make, or to allow to remain outstanding, that Certain Funds Utilization, provided that such Lender has notified the Borrowers through the Administrative Agent immediately upon becoming aware of the relevant issue in accordance with Section 3.07 (Illegality), and provided further that such illegality alone will not excuse any other Lender from participating in the relevant Certain Funds Utilization and will not in any way affect the obligations of any other Lender.

(b) Conditions to Subsequent Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension after the Acquisition Closing Date (other than (x) a Certain Funds Utilization in accordance with Section 4.01 or (y) a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans or Alternative Revolver Currency Loans, as applicable) is subject to the following conditions precedent (limited, in the case of Incremental Facilities which will be used to finance a Limited Condition Transaction, in the manner set forth in Section 2.14(e)):

(a) The representations and warranties of the Borrowers and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent and, if applicable, the relevant L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than (x) a Certain Funds Utilization in accordance with Section 4.01, or (y) a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Term SOFR Loans or Alternative Revolver Currency Loans, as applicable) submitted by the Borrowers shall (subject, in the case of a Request delivered with respect to any Incremental Facility, to Section 2.14(e)) be deemed to be a representation and warranty that the applicable conditions specified in Sections 4.02(a) and, if applicable, (b) have been satisfied on and as of the date of the applicable Credit Extension.

18.

Representations and Warranties

The Borrowers represent and warrant to the Agents and the Lenders on the date of each Credit Extension after the Acquisition Closing Date:

(a) Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each other Restricted Subsidiary (a) is a Person duly incorporated, organized or formed, and validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in material compliance with all Laws (including the USA PATRIOT Act and anti-money laundering laws), orders, writs, injunctions and orders and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (a) (other than with respect to the Parent Borrower), (b)(i), (c), (d) or (e), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, and the consummation of the Transaction, (a) have been duly authorized by all necessary corporate or other organizational action and (b) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or require any payment to be made under (A) any Contractual Obligation exceeding the Threshold Amount to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, (iii) result in the creation of any Lien (other than under the Loan Documents) or (iv) violate any material Law; except (in the case of clauses (b)(ii) and (b)(iv) above), to the extent that such conflict, breach, contravention, payment or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the Transaction, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings,

the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

(e) Financial Statements; No Material Adverse Effect.

(i) The Audited Parent Borrower Financial Statements fairly present in all material respects the consolidated financial condition of the Parent Borrower and its Subsidiaries, in each case, as of the dates thereof and their results of operations for the period covered thereby, except as otherwise disclosed to the Administrative Agent prior to the Acquisition Closing Date, and in the case of the Audited Parent Borrower Financial Statements, prepared in accordance with GAAP consistently applied throughout the periods covered thereby.

(i) Since the Acquisition Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

Each Lender and the Administrative Agent hereby acknowledges and agrees that Parent Borrower and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or IFRS, or the respective interpretation thereof, and that such restatements will not result in a Default or Event of Default under the Loan Documents.

(f) Litigation. Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Parent Borrower, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Parent Borrower or any Restricted Subsidiary or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(g) Ownership of Property; Liens. Each Loan Party and each of its Subsidiaries has good and valid title to, or valid leasehold interests in, or easements or other limited property interests in, all property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, Permitted Liens and any Liens and privileges arising mandatorily by Law and, in each case, except where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) Environmental Matters. Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) there are no pending or, to the knowledge of the Parent Borrower, threatened claims, actions, suits, notices of violation, notices of potential responsibility, disputes or proceedings by or involving any Loan Party or any of their Subsidiaries alleging potential liability or responsibility for violation of, or otherwise relating to, any Environmental Law;

(b) (i) there is no asbestos or asbestos-containing material on any property currently owned, leased or operated by any Loan Party or any of their Subsidiaries; and (ii) there has been no Release of Hazardous Materials at, on, under or from any location in a manner which would reasonably be expected to give rise to any Environmental Liability of or relating to any Loan Party or any of their Subsidiaries;

(c) neither any Loan Party nor any of their Subsidiaries is undertaking, or has completed, either individually or together with other persons, any investigation or response action relating to any actual or threatened Release of Hazardous Materials at any location, either

voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law;

(d) all Hazardous Materials transported from any property currently or, to the knowledge of the Parent Borrower or its Subsidiaries, formerly owned, leased or operated by any Loan Party or any of their Subsidiaries for off-site disposal have been disposed of in compliance with all Environmental Laws;

(e) none of the Loan Parties nor any of their Subsidiaries is subject to or has contractually or by operation of Law assumed any Environmental Liability; and

(f) the Loan Parties and each of their Subsidiaries and their respective businesses, operations and properties are and have been in compliance with all Environmental Laws.

(i) Taxes. The Parent Borrower and each Restricted Subsidiary have timely filed all federal, provincial, state, municipal, foreign and other Tax returns and reports required to be filed, and have timely paid all federal, provincial, state, municipal, foreign and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP, and except for failures to make such filings or payments that could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. There are no Tax audits, deficiencies, assessments or other claims with respect to the Parent Borrower or any Restricted Subsidiary that could, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(j) Compliance with ERISA.

(i) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal, state or other applicable Laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of the Borrowers, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(ii) There are no pending or, to the knowledge of the Borrowers, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(iii) No ERISA Event has occurred, and neither the Borrowers nor any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event, with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(iv) To the extent applicable, each Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the

failure so to comply could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(k) Subsidiaries; Equity Interests. As of the Acquisition Closing Date, neither the Parent Borrower nor any other Loan Party has any Subsidiaries other than those specifically disclosed in Schedule 5.11, and all of the outstanding Equity Interests in the Borrowers and the Subsidiaries of the Parent Borrower have been validly issued, are fully paid and, in the case of Equity Interests representing corporate interests, nonassessable and, on the Acquisition Closing Date, all Equity Interests owned directly or indirectly by the Parent Borrower or any other Loan Party are owned free and clear of all Liens except (i) those created under the Collateral Documents, and (ii) those Liens permitted under Section 7.01. As of the Acquisition Closing Date, Schedule 5.11 (a) sets forth the name and jurisdiction of organization or incorporation of each Subsidiary, (b) sets forth the ownership interest of the Borrowers and any of their Subsidiaries in each of their Subsidiaries, including the percentage of such ownership and (c) identifies each Person the Equity Interests of which are required to be pledged on the Acquisition Closing Date pursuant to the Collateral and Guarantee Requirement. Schedule 1.01D hereto sets forth each Subsidiary of the Parent Borrower (other than Excluded Subsidiaries) as of the Acquisition Closing Date.

(l) Margin Regulations; Investment Company Act.

(i) No Loan Party is engaged nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Borrowings or drawings under any Letter of Credit will be used for any purpose that violates Regulation U or Regulation X of the FRB.

(ii) None of the Parent Borrower or any Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

(m) Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent, any Lead Arranger or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole contains when furnished any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto); provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (i) such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrowers, (ii) no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ significantly from the projected results and (iii) such differences may be material.

(n) Intellectual Property; Licenses, Etc. Each of the Loan Parties and the other Restricted Subsidiaries own, license or possess the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, technology, software, know-how database rights, design rights and other intellectual property rights, including registrations and applications for registration thereof all rights of priority thereto, and all rights to sue for any infringement, misappropriation or violation, and all income, royalties, damages and payments due or payable, therefore (collectively, "IP Rights") that are used in or reasonably necessary for the operation of their respective businesses as currently conducted, and, to the knowledge of the Parent Borrower, without violation of the rights of any Person, except to the extent such violation or failure to own, license, or possess, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any such IP Rights, is pending or, to the knowledge of the Parent Borrower, threatened against any Loan Party or Subsidiary, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(o) Solvency. On the Acquisition Closing Date after giving effect to the Transaction, Parent Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

(p) Collateral Documents. The Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on and security interests in, the Collateral described therein and to the extent intended to be created thereby, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws (which filings or recordings shall be made to the extent required by any Collateral Document) and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), the Liens created by such Collateral Documents will constitute so far as possible under relevant Law fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral to the extent perfection can be obtained by filing financing statements or upon the taking of possession or control, in each case subject to no Liens other than Permitted Liens.

(q) Use of Proceeds. The proceeds of the Initial Term Loans, the Revolving Credit Loans and the L/C Credit Extensions shall be used in a manner consistent with the uses set forth in the Preliminary Statements to this Agreement. The proceeds of the Additional Tranche B-1 Term Loans shall be used on the First Amendment Effective Date to repay in full all Non-Converted Term Loans (including payment of all accrued and unpaid interest thereon and other amounts payable in respect thereof). The proceeds of the Second Amendment Incremental Term B Loans shall be used on or after the Second Amendment Effective Date to consummate and/or effectuate any or all of the Second Amendment Transactions.

(r) Sanctions Laws and Regulations and Anti-Corruption Laws.

(i) Each of the Parent Borrower and its Subsidiaries is in compliance, in all material respects, with the Sanctions Laws and Regulations, the FCPA and other applicable anti-corruption laws. No Borrowing or use of proceeds of any Borrowing or drawing under any Letter of Credit will violate or result in the violation of any Sanctions Laws and Regulations applicable to any party hereto.

(ii) None of (I) the Borrowers or any other Loan Party or (II) a Restricted Subsidiary that is not a Loan Party or, to the knowledge of the Parent Borrower, any director, manager, officer or employee of the Parent Borrower or any of its Restricted Subsidiaries, in each case, is (i) a Person (or owned 50% or more by one or more Persons or under Control of a Person) on the list of "Specially Designated Nationals and Blocked Persons" or the target of the limitations or prohibitions under any Sanctions Laws and Regulations, or (ii) a Person located, organized, or resident in a country or territory that is the subject of comprehensive country- or territory-wide sanctions under Sanctions Laws and Regulations (currently, Crimea, Cuba, Iran, North Korea, ~~and Syria~~the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the non-Ukrainian government-controlled regions of Kherson and Zaporizhzhia of Ukraine).

(iii) No part of the proceeds of any Loan or Letter of Credit will be used for any improper payments, directly or, to the knowledge of the Parent Borrower, indirectly, to any governmental official or employee, political party, official of a political party, candidate for political office, or any other party (if applicable) in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA or any applicable similar laws, rules or regulations issued, administered or enforced by any Governmental Authority having jurisdiction over the Borrowers.

(iv) This Section 5.18 shall not be interpreted or applied in relation to Parent Borrower, any other Loan Party, any directors or officers, or any Secured Party to the extent that the representations made pursuant to this Section 5.18 violate or expose such entity or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the United Kingdom, European Union (and/or any of its member states) that are applicable to such entity (including EU Regulation (EC) 2271/96) and Section 7 of the German Foreign Trade Regulation (Außenwirtschaftsverordnung, AWV) in connection with the German Foreign Trade Law (Außenwirtschaftsgesetz).

Affirmative Covenants

From and after the Acquisition Closing Date and for so long as any Lender shall have any Commitment hereunder, any Loan or other Obligation shall not have been paid in full (other than contingent indemnification obligations not yet due, Secured Hedge Agreements and Cash Management Obligations), or any Letter of Credit shall remain outstanding, the Parent Borrower shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02 and Section 6.03) cause each Restricted Subsidiary to:

(a) Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) with respect to each fiscal year of the Parent Borrower, but in any event within the later of (i) ninety (90) days after the end of each fiscal year of the Parent Borrower and (ii) five (5) days after the time period specified by the SEC under the Exchange Act for annual reporting (or fifteen (15) days thereafter if Parent Borrower timely files a Form 12b-25 (or any successor form)), its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing (without a "going concern" or like qualification or exception (other than (x) an emphasis of matter to the extent such statement does not qualify such audit in any respect, (y) with respect to, or resulting from, the regularly scheduled maturity of the Loans hereunder or any other Indebtedness, occurring within one year from the time opinion is delivered or (z) a prospective default under the Financial Covenant or any other financial covenant)) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Parent Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) beginning with the first fiscal quarter ending after the Acquisition Closing Date, with respect to the first three (3) fiscal quarters of each fiscal year of the Parent Borrower, but in any event, within the later of (i) forty-five (45) days after the end of each such fiscal quarter, and (ii) five (5) days after the time period specified by the SEC under the Exchange Act for quarterly reporting (or five (5) days thereafter if Parent Borrower timely files a Form 12b-25 (or any successor form)), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Responsible Officers as presenting fairly in all material respects the financial condition and results of operations of the Parent Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes; and

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and (b) above (i) the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements and (ii) a customary management discussion and analysis of operating results.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Parent Borrower and its Subsidiaries by furnishing (A) the applicable consolidated financial statements of any direct or indirect parent of the Parent Borrower that, directly or indirectly, holds all of the Equity Interests of the Parent Borrower, (B) the Parent Borrower's (or any direct or indirect parent thereof, as applicable) Form 10-K or 10-Q, as applicable, filed with the SEC or (C) following an election by the Parent Borrower pursuant to the definition of "GAAP," the applicable financial statements determined in accordance with IFRS; provided that, with respect to each of clauses (A) and (B) above, (i) to the extent such information relates to a parent of the Parent Borrower, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Parent Borrower (or such parent), on the one hand, and the information relating to the Parent Borrower and its Restricted Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by a report and opinion an independent registered public accounting firm of nationally recognized standing, which report and opinion, subject to the same exceptions set forth above, shall be prepared in accordance with generally accepted auditing standards.

The Parent Borrower represents and warrants that it, its controlling Person and any Subsidiary, in each case, if any, either (i) has no registered or publicly traded securities outstanding, or (ii) files its financial statements with the SEC and/or makes its financial statements available to potential holders of its 144A securities, and, accordingly, the Parent Borrower hereby (i) authorizes the Administrative Agent to make the financial statements to be provided under Section 6.01(a), (b) and (c) above (collectively, "Borrower Materials"), along with the Loan Documents, available on IntraLinks or another similar electronic system (the "Platform") to certain of the Lenders (each, a "Public Lender") that may have personnel who do not wish to receive material non-public information with respect to the Parent Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities, and (ii) agrees that at the time such financial statements are provided hereunder, they shall already have been made available to holders of its securities. The Administrative Agent shall be under no obligation to post any other material to Public Lenders unless the Parent Borrower has expressly represented and warranted to the Administrative Agent in writing that such materials do not constitute material non-public information within the meaning of the federal securities laws or that the Parent Borrower has no outstanding publicly traded securities, including 144A securities.

(b) Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) no later than five (5) Business Days after the delivery of the financial statements referred to in Section 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Parent Borrower;

(b) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Parent Borrower or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by the Parent Borrower to its shareholders generally, as the case may be; provided that such information shall be deemed to have been delivered on the date on which such information has been posted on the Parent Borrower's website on the Internet at http://www.nortonlifelock.com (or any successor page) or at http://www.sec.gov;

(c) [reserved];

(d) together with each Compliance Certificate pursuant to Section 6.02(a), (i) a report setting forth the information required by Section 3.03 of the Security Agreement or confirming that there has been no change in such information since the Acquisition Closing Date or the date of the last Compliance Certificate, (ii) a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a prepayment under Section 2.05(b), (iii) a list of Subsidiaries that identifies each Subsidiary as a Material Subsidiary, Unrestricted Subsidiaries or an Immaterial Subsidiary as of the last day of the period covered by such Compliance Certificate or a confirmation that there is no change in such information since the later of the Acquisition Closing Date or the date of the last such list and (iv) such other information required by the Compliance Certificate; and

(e) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Material Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request (including, without limitation, information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation (to the extent applicable)); provided that the Parent Borrower will not be required to provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Parent Borrower or any of its Subsidiaries or any of their respective customers or suppliers, (ii) in respect of which disclosure to the Administrative Agents or any Lender (or any of their respective representatives) is prohibited by applicable law or (iii) the disclosure of which would waive any attorney-client privilege, or violate any confidentiality obligations owed to any third party by the Parent Borrower or any Subsidiary.

Documents required to be delivered pursuant to Sections 6.01(a), (b) and (c) or Sections 6.02(a) and (e) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent Borrower posts such documents, or provides a link thereto on EDGAR or the Parent Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Parent Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: upon written request by the Administrative Agent, the Parent Borrower shall deliver electronic copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering electronic copies is given by the Administrative Agent. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of electronic copies of such documents from the Administrative Agent and maintaining its copies of such documents.

(c) Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify the Administrative Agent for prompt further distribution to each Lender:

(a) of the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Parent Borrower proposes to take with respect thereto;

(b) of any litigation or governmental proceeding (including, without limitation, pursuant to any Environmental Laws) pending against the Parent Borrower or any of the Restricted Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect; and

(c) of the occurrence of any ERISA Event or similar event which could reasonably be expected to have a Material Adverse Effect.

(d) Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization or incorporation and (b) take all reasonable action to maintain all rights (including IP Rights), privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (a) (other than with respect to the Parent Borrower) and (b), (i) to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction permitted by Section 7.04 or Section 7.05.

(e) Maintenance of Properties. Except if the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice.

(f) Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Parent Borrower and its Restricted Subsidiaries) as are customarily carried under similar circumstances by such other Persons. Any such insurance (excluding business interruption insurance) maintained in the United States shall name the Collateral Agent as additional insured and loss payee, as applicable.

(g) Compliance with Laws. Comply in all respects with the requirements of all Laws and all orders, writs, injunctions, decrees and judgments applicable to it or to its business or property (including without limitation Environmental Laws, ERISA, Sanctions Laws and Regulations and FCPA and other applicable anti-corruption laws), except if the failure to comply therewith could not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

This Section 6.07 shall not be interpreted or applied in relation to Parent Borrower, any other Loan Party or any Secured Party to the extent that the obligations under this Section 6.07 would violate or expose such entity or any directors, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the United Kingdom, European Union (and/or any of its member states) that are applicable to such entity (including EU Regulation (EC) 2271/96) and Section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung, AWV*) in connection with the German Foreign Trade Law (*Außenwirtschaftsgesetz*).

(h) Books and Records. Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Parent Borrower or such Restricted Subsidiary, as the case may be.

(i) Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants, all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrowers; provided that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 6.09 and the Administrative Agent shall not exercise such rights more often than two (2) times during any calendar year absent the existence of an Event of Default and only one (1) such time shall be at the Borrowers' expense; provided, further, that when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrowers the opportunity to participate in any discussions with the Borrowers' independent public accountants. Notwithstanding anything to the contrary in this Section 6.09, none of the Parent Borrower or any Restricted Subsidiary will be required to disclose or permit the inspection or discussion of, any

document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

(j) Covenant to Guarantee Obligations and Give Security. At the Borrowers' expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including:

(a) upon the formation or acquisition of any new direct or indirect Subsidiary (in each case, other than an Excluded Subsidiary) by any Loan Party, the designation in accordance with Section 6.13 of any existing direct or indirect Subsidiary as a Restricted Subsidiary or any Excluded Subsidiary ceasing to be an Excluded Subsidiary (including following designation by the Parent Borrower of any Subsidiary as an Additional Borrower pursuant to Section 1.13 or as a Guarantor pursuant to the definition of Guarantors):

(i) within sixty (60) days after such formation, acquisition, designation or occurrence or such longer period as the Administrative Agent may agree in its reasonable discretion:

(A) [reserved];

(B) cause each such Restricted Subsidiary (and any Loan Party that owns Equity Interests of such Restricted Subsidiary) to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate) pledges, guarantees, assignments, Security Agreement Supplements and other security agreements and documents or joinders or supplements thereto, as reasonably requested by and in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent (to the extent applicable, consistent with the Security Agreement and other Collateral Documents in effect on the Acquisition Closing Date), in each case granting Liens required by the Collateral and Guarantee Requirement;

(C) if applicable, cause each such Restricted Subsidiary (and any Loan Party that owns Equity Interests of such Restricted Subsidiary) to deliver any and all certificates representing Equity Interests (to the extent certificated) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other appropriate instruments of transfer executed in blank and (if applicable) instruments evidencing the Indebtedness held by such Restricted Subsidiary and required to be pledged pursuant to the Collateral Documents, indorsed in blank to the Collateral Agent; and

(D) take and cause such Restricted Subsidiary and each direct or indirect parent of such Restricted Subsidiary to take whatever action (including the recording of the filing of financing statements and delivery of stock and membership interest certificates) may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected Liens with the priority required by the Collateral and Guarantee Requirement, enforceable against all third parties in accordance with their terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

(k) Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, in a manner consistent with the uses set forth in the Preliminary Statements to this Agreement. Use the proceeds of the Additional Tranche B-1 Term Loans on the First Amendment Effective Date to repay in full all Non-Converted Term Loans (including payment of all accrued and unpaid interest thereon and other amounts payable in respect thereof). Use the proceeds of the Second Amendment Incremental Term B Loans for any or all of the Second Amendment Transactions and for working capital and general corporate purposes.

(l) Further Assurances and Post-Closing Covenants.

(i) Subject to the limitations set forth herein and other Loan Documents, promptly upon reasonable request by the Administrative Agent or the Collateral Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (ii) subject to the limitations set forth in the Collateral and Guarantee Requirement, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or the Collateral Agent may reasonably request from time to time in order to carry out more effectively the purposes of this Agreement and the Collateral Documents; provided, however, that notwithstanding anything to the contrary contained in this Agreement or any other Collateral Document, nothing in this Agreement or any other Collateral Document shall require any Borrower or Loan Party to make any filings or take any actions to record or to perfect the Collateral Agent's security interest in (i) any IP Rights other than UCC filings and the filing of documents effecting the recordation of security interests in the United States Copyright Office or United States Patent and Trademark Office or (ii) any non-United States IP Rights (except to the extent owned by a Foreign Loan Party);

(ii) Within the time periods specified on Schedule 6.12 hereto (as each may be extended by the Administrative Agent in its reasonable discretion), complete such undertakings as are set forth on Schedule 6.12 hereto.

(m) Designation of Subsidiaries.

(i) Subject to clauses (b) and (c) below, the Parent Borrower may at any time designate any Restricted Subsidiary (other than the Co-Borrower) as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary. The designation of any Restricted Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrowers therein at the date of designation in an amount equal to the fair market value of the Borrowers' investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time.

(ii) The Parent Borrower may not (x) designate any Restricted Subsidiary as an Unrestricted Subsidiary, or (y) designate an Unrestricted Subsidiary as a Restricted Subsidiary, in each case unless no Specified Event of Default shall have occurred or be continuing.

(iii) (i) The Parent Borrower may not designate a Restricted Subsidiary as an Unrestricted Subsidiary unless such Restricted Subsidiary does not own or hold an exclusive license to, any IP Rights constituting Collateral, in each case, that is material to the business of the Borrowers and its Restricted Subsidiaries, taken as a whole and (ii) the Borrowers and their respective Restricted Subsidiaries shall not be permitted to transfer to any Unrestricted Subsidiary legal or beneficial ownership of, or an exclusive license to, any IP Rights constituting Collateral, in each case, that is material to the business of the Borrowers and their respective Restricted Subsidiaries, taken as a whole; provided that the foregoing shall not be deemed or interpreted to restrict any exclusive licenses granted to such Restricted Subsidiary for a legitimate business purpose that is only exclusive with respect to a particular type or field (or types or fields) of usage or a certain territory or group of territories, in each case that does not effectively result in the transfer of beneficial ownership of such IP Rights.

(n) Payment of Taxes. The Parent Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, may reasonably be expected to become a lien or charge upon any properties of the Parent Borrower or any of the Restricted Subsidiaries not otherwise permitted under this Agreement; provided

that neither the Parent Borrower nor any of the Restricted Subsidiaries shall be required to pay any such Tax or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP or which would not reasonably be expected, individually or in the aggregate, to constitute a Material Adverse Effect.

(o) Nature of Business. The Parent Borrower and its Restricted Subsidiaries will engage only in material lines of business substantially similar to those lines of business conducted by the Parent Borrower and its Restricted Subsidiaries on the Acquisition Closing Date or any business reasonably related, complementary or ancillary thereto.

(p) Avast Refinancing. The Parent Borrower and its Restricted Subsidiaries shall have consummated the Avast Refinancing no later than two (2) weeks following the Acquisition Closing Date.

(q) Conduct of Business.

(a) The Parent Borrower shall (or shall procure that Bidco shall) use commercially reasonable efforts to keep the Administrative Agent reasonably informed as to any material developments in relation to the Scheme or, as applicable, the Offer (in each case, subject to the applicable legal and regulatory restrictions on disclosure thereof) as the Administrative Agent may reasonably request.

(b) In the case of an Offer, where becoming entitled to do so, the Parent Borrower shall (or shall procure that Bidco shall) promptly give notices under Section 979 of the Companies Act 2006 in respect of the Avast shares and shall promptly (and in any event within the maximum time period prescribed by such actions) complete a Squeeze-Out.

(c) Subject always to the Companies Act 2006 and any applicable listing rules, in the case of a Scheme, within 60 days after the Scheme Effective Date, and in relation to an Offer, within 60 days after the date upon which the Parent Borrower (directly or indirectly) owns shares in Avast (excluding any shares held in treasury), which, when aggregated with all other shares in Avast owned directly or indirectly by the Parent Borrower, represent not less than the Minimum Acceptance Threshold, procure that such action as is necessary is taken to procure that trading in the shares in Avast on the Main Market of the London Stock Exchange is cancelled and as soon as reasonably practicable thereafter, procure that Avast is re-registered as a private limited company.

(d) The Parent Borrower shall (or shall procure the relevant Acquiring Entity shall) comply at all times in all material respects with the City Code (subject to any waiver or dispensation of any kind granted by the Panel) and all applicable laws or regulations relating to the Acquisition, save where non-compliance would not be materially prejudicial to the interests of the Lenders (taken as a whole) under the Loan Documents.

(e) The Parent Borrower shall not (or shall procure the relevant Acquiring Entity shall not) amend or waive any material term or condition of the Announcement, any Scheme Circular or, as the case may be, Offer Document, in a manner or to the extent that would be materially prejudicial to the interests of the Lenders (taken as a whole) under the Loan Documents, other than any amendment or waiver:

(i) made with the consent of the Required Lenders (such consent not to be unreasonably withheld or delayed);

(ii) required or requested by the Panel or the High Court of Justice of England and Wales, or reasonably determined by the Parent Borrower as being necessary or desirable to comply with the requirements or requests (as applicable) of the City Code, the Panel or the High Court of Justice of England and Wales or any other relevant regulatory body or applicable law or regulation;

(iii) changing purchase price (or a written agreement related thereto) in connection with the Acquisition;

(iv) extending the period in which holders of the shares in Avast may accept the terms of the Scheme or, as the case may be, the Offer (including by reason of the adjournment of any meeting or court hearing); or

(v) required to allow the Acquisition to switch from being effected by way of an Offer to a Scheme or from a Scheme to an Offer.

(f) For the avoidance of doubt, in the event that:

(i) the Acquiring Entity has issued a Scheme Circular, nothing in this Agreement shall prevent the Acquiring Entity from subsequently proceeding with an Offer, provided that the terms and conditions contained in the relevant Offer Document include an Acceptance Condition of no lower than the Minimum Acceptance Threshold; and

the Acquiring Entity has issued an Offer Document, nothing in this Agreement shall prevent the Acquiring Entity from subsequently proceeding with a Scheme.

(g) If the Acquisition is effected by way of an Offer, the Parent Borrower shall not (or shall procure the relevant Acquiring Entity shall not) reduce the Acceptance Condition to lower than the Minimum Acceptance Threshold, other than with the consent of the Required Lenders.

(h) The Parent Borrower shall not (or shall procure the relevant Acquiring Entity shall not) take any steps as a result of which any member of the Group is obliged to make a mandatory offer under Rule 9 of the City Code.

20.

Negative Covenants

From and after the Acquisition Closing Date and so long as any Lender shall have any Commitment hereunder, any Loan or other Obligation shall not have been paid in full (other than contingent indemnification obligations not yet due and payable, Cash Management Obligations and Secured Hedge Agreements or any Letter of Credit remaining outstanding), the Borrowers shall not, nor shall they permit any of their Restricted Subsidiaries to:

(a) Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Acquisition Closing Date and, to the extent individually securing Indebtedness in excess of $10,000,000, set forth on Schedule 7.01(b), which schedule shall be permitted to be updated by the Parent Borrower on the Acquisition Closing Date;

(c) Liens for Taxes, (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(d) statutory or common law Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business (other than a Lien imposed under Section 430(k) of the Code or Section 303(k) of ERISA) (i) which secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, are unfiled (or, if, filed have been discharged or stayed) and no other action has been taken to enforce such Lien or (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(e) (i) pledges, deposits or Liens arising as a matter of law in the ordinary course of business in connection with workers' compensation, payroll taxes, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Parent Borrower or any Restricted Subsidiary;

(f) Liens incurred in the ordinary course of business to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations);

(g) easements, rights-of-way, restrictions, covenants, conditions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Parent Borrower or any Restricted Subsidiary;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.03(f); provided that (i) such Liens attach concurrently with or within two hundred and seventy (270) days after the acquisition, construction, repair, replacement or improvement (as applicable) of the property subject to such Liens, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, replacements thereof and additions and accessions to such property and the proceeds and the products thereof and customary security deposits, and (iii) with respect to Capitalized Leases, such Liens do not at any time extend to or cover any assets (except for additions and accessions to such assets, replacements and products thereof and customary security deposits) other than the assets subject to such Capitalized Leases; provided that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender;

(j) leases, licenses, subleases or sublicenses and Liens on the property covered thereby, in each case, granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Parent Borrower or any Restricted Subsidiary, taken as a whole, or (ii) secure any Indebtedness;

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

(l) Liens (i) of a collection bank (including those arising under Section 4-210 of the Uniform Commercial Code) on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set off) and which are within the general parameters customary in the banking industry;

(m) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02(j), (n), (t) or (y) to be applied against the purchase price for such Investment and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(n) Liens in favor of the Parent Borrower or a Restricted Subsidiary securing Indebtedness permitted under Section 7.03(e) (provided that, solely with respect to Indebtedness required to be Subordinated Debt under Section 7.03(e), such Lien shall be subordinated to the Liens on the Collateral securing the Obligations to the same extent);

(o) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary (other than by designation as a Restricted Subsidiary pursuant to Section 6.13), in each case after the date hereof; provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), and (iii) the Indebtedness secured thereby is permitted under Section 7.03;

(p) any interest or title of a lessor or sublessor under leases or subleases entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(q) Liens, if any, arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(r) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Parent Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent Borrower or its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Parent Borrower or any Restricted Subsidiary in the ordinary course of business;

(s) Liens, if any, arising from precautionary Uniform Commercial Code financing statement filings;

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

(u) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Parent Borrower or any Restricted Subsidiary;

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

(w) the modification, replacement, renewal or extension of any Lien permitted by clauses (b), (i) and (o) of this Section 7.01; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.03, and (B) proceeds and products thereof; and (ii) the renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by Section 7.03;

(x) ground leases in respect of real property on which facilities owned or leased by the Parent Borrower or any of its Restricted Subsidiaries are located;

(y) Liens on property of a Non-Loan Party securing Indebtedness or other obligations of such Non-Loan Party;

(z) Liens solely on any cash earnest money deposits made by the Parent Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(aa) Liens securing Indebtedness permitted pursuant to Section 7.03(t); provided that, such Liens may be either a Lien on the Collateral that is *pari passu* with the Lien securing the Obligations (but may not be secured by any assets that are not Collateral) or a Lien ranking junior to the Lien on the Collateral securing the Obligations and, in any such case, the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement;

(bb) Liens securing Indebtedness permitted pursuant to Section 7.03(m);

(cc) other Liens securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $~~1,142,000,000~~1,281,000,000 and (y) 50% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis;

(dd) Liens securing Indebtedness permitted pursuant to Section 7.03(w) and 7.03(y); provided that, to the extent such Liens are on the Collateral, such Liens may be either a Lien on the Collateral that is *pari passu* with the Lien securing the Obligations or a Lien ranking junior to the Lien on the Collateral securing the Obligations and, in any such case, the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement;

(ee) Liens securing Indebtedness permitted pursuant to Section 7.03(v); provided that, (i) such Liens shall only secure the obligations secured on the date of the related Permitted Acquisition or other similar Investment and such liens shall not extend to any other property of the Borrowers and their Restricted Subsidiaries that is not after-acquired property of the relevant acquired entities contemplated to be secured by such Indebtedness on the date of assumption thereof (and for the avoidance of doubt, no such after-acquired property shall be property of the Borrowers and their Restricted Subsidiaries in existence prior to such date of assumption) and (ii) to the extent such Liens are on the Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement;

(ff) Liens on the Collateral securing Indebtedness permitted pursuant to Section 7.03(b); provided that such Liens shall rank junior to the Liens on the Collateral securing the Obligations and the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement;

(gg) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Law;

(hh) Liens on receivables and related assets arising in connection with a (A) Permitted Receivables Financing or (B) Forward Flow Financing;

(ii) Liens securing Indebtedness permitted to be secured pursuant to Section 7.03(r); provided that to the extent such Liens are on the Collateral, such Liens may be either a Lien that is *pari passu* with the Lien securing the Obligations or a Lien ranking junior to the Lien securing the Obligations and, in any such case, the beneficiaries thereof (or an agent on their behalf) shall have entered into an Acceptable Intercreditor Agreement; ~~and~~

(jj) Liens on the Equity Interests of JV Entities securing financing arrangements for the benefit of the applicable JV Entity that are not otherwise prohibited under this Agreement~~.~~;

(kk) Liens securing Non-Recourse Indebtedness; and

(ll) Liens securing Indebtedness permitted pursuant to Section 7.03(bb).

With respect to any secured Indebtedness that was permitted to be secured at the time of the incurrence of such Indebtedness, the accrual of interest, fees and other obligations in respect thereof, the accretion of accreted value, the amortization of original issue discount and the payment of interest in the form of additional secured Indebtedness shall not be deemed to be an incurrence of a Lien for purposes of this Section 7.01.

(b) Investments. Make any Investments, except:

(a) Investments by the Parent Borrower or a Restricted Subsidiary in assets that were Cash Equivalents when such Investment was made;

(b) loans or advances to officers, directors, managers, partners and employees of the Borrowers or the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation, customary fringe benefits and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests of the Parent Borrower (or any direct or indirect parent thereof) (provided that the proceeds of any such loans and advances shall be contributed to the Parent Borrower in cash as common equity) and (iii) for purposes not

described in the foregoing clauses (i) and (ii), in an aggregate principal amount outstanding not to exceed the greater of (x) $~~50,000,000~~56,364,000 and (y) 2.20% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis;

(c) asset purchases (including purchases of inventory, supplies and materials) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons, in each case in the ordinary course of business;

(d) Investments (i) by any Loan Party in any other Loan Party, (ii) by any Non-Loan Party in any Loan Party, (iii) by any Non-Loan Party in any other Non-Loan Party and (iv) by any Loan Party in any Non-Loan Party; provided that the aggregate amount of such Investments in Non-Loan Parties pursuant to the foregoing clause (iv) shall not exceed in an aggregate amount, as valued at cost at the time each such Investment is made, (A) the greater of (x) $~~1,142,000,000~~1,281,000,000 and (y) 50% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis (excluding any Investments received in respect of, or consisting of, (w) the transfer or contribution of Equity Interests in or Indebtedness of any Foreign Subsidiary to any other Foreign Subsidiary, (x) intercompany Investments made and liabilities incurred in the ordinary course of business in connection with cash management operations of the Parent Borrower or any of its Restricted Subsidiaries, (y) intercompany loans, advances or Indebtedness having a terms not exceeding 364 days and (z) Investments made in connection with the Transactions)), *plus* (B) an amount equal to any returns of capital or sale proceeds actually received in cash in respect of any such Investments (which amount shall not exceed the amount of such Investment valued at cost at the time such Investment was made); provided that any such amounts under this clause (B) shall not increase the Available Amount, it being understood that any returns of capital or sale proceeds actually received in cash in respect of any such Investments in excess of the amount of such Investment valued at cost at the time such Investment was made shall increase the Available Amount (to the extent such excess amount of returns or proceeds would otherwise increase the Available Amount pursuant to the definition thereof);

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(f) Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions and Restricted Payments (other than, in each case, by reference to this Section 7.02(f)) permitted under Section 7.01, Section 7.03, Section 7.04, Section 7.05 and Section 7.06, respectively;

(g) Investments existing on the Acquisition Closing Date and any modification, replacement, renewal, reinvestment or extension of any such Investments; provided that the amount of any Investment permitted pursuant to this Section 7.02(g) is not increased from the amount of such Investment on the Acquisition Closing Date except pursuant to the terms of such Investment as of the Acquisition Closing Date or as otherwise permitted by this Section 7.02;

(h) Investments in Swap Contracts permitted under Section 7.03(g);

(i) promissory notes and other noncash consideration received in connection with Dispositions permitted by Section 7.05;

(j) the purchase or other acquisition of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or Equity Interests in a Person that, upon the consummation thereof, will be (or such assets will be contributed to) a Restricted Subsidiary of the Parent Borrower (including as a result of a merger or consolidation) (each, a "Permitted Acquisition") and together with any Investments in Restricted Subsidiaries necessary to consummate a transaction otherwise permitted by this clause (j); provided that (i) except in the case of a Limited Condition Transaction (in which case, compliance with this clause (i) shall be determined in accordance with Section 1.09(a)), immediately before and immediately after giving Pro Forma Effect to any such purchase or other acquisition, no Default or Event of Default shall have occurred and be continuing, (ii) after giving effect to any such purchase or other acquisition, the Parent Borrower shall be in compliance with the covenant in Section 6.15 and (iii) to the extent required by the Collateral and Guarantee Requirement, (A) the property, assets and businesses acquired in such purchase or other acquisition shall become Collateral and (B) any such newly created or acquired Restricted Subsidiary (other than an Excluded Subsidiary) shall become Guarantors, in each case in accordance with Section 6.10;

(k) Investments in connection with the Transactions;

(l) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(m) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy, insolvency or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(n) Investments as valued at cost at the time each such Investment is made and including all related commitments for future Investments, in an amount not exceeding, without duplication, (i) the Available Amount and/or (ii) the Excluded Contribution Amount;

(o) advances of payroll payments to employees in the ordinary course of business;

(p) loans and advances to any direct or indirect parent of the Parent Borrower in lieu of, and not in excess of the amount of (after giving effect to any other such loans or advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made to such direct or indirect parent in accordance with Section 7.06; provided that any such loan or advance shall reduce the amount of such applicable Restricted Payment thereafter permitted under Section 7.06 by a corresponding amount (if such applicable provision of Section 7.06 contains a maximum amount);

(q) Investments held by a Restricted Subsidiary acquired after the Acquisition Closing Date or of a corporation or company merged into the Parent Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 7.04 after the Acquisition Closing Date to the extent that such Investments were not made in contemplation of or in

connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(r) Guarantee Obligations of the Parent Borrower or any Restricted Subsidiary in respect of leases (other than Capitalized Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(s) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests (other than any Cure Amount or Excluded Contribution Amount);

(t) other Investments in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding (i) the greater of (x) $~~1,713,000,000~~1,921,500,000 and (y) 75% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis, plus (ii) an amount equal to any returns of capital or sale proceeds actually received in cash in respect of any such Investments (which amount shall not exceed the amount of such Investment valued at cost at the time such Investment was made); provided that any such amounts under this clause (ii) shall not increase the Available Amount, it being understood that any returns of capital or sale proceeds actually received in cash in respect of any such Investments in excess of the amount of such Investment valued at cost at the time such Investment was made shall increase the Available Amount (to the extent such excess amount of returns or proceeds would otherwise increase the Available Amount pursuant to the definition thereof);

(u) Investments in JV Entities and Unrestricted Subsidiaries in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding (i) the greater of (x) $~~1,142,000,000~~1,281,000,000 and (y) 50% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis, plus (ii) an amount equal to any returns of capital or sale proceeds actually received in cash in respect of any such Investments (which amount shall not exceed the amount of such Investment valued at cost at the time such Investment was made); provided that any such amounts under this clause (ii) shall not increase the Available Amount, it being understood that any returns of capital or sale proceeds actually received in cash in respect of any such Investments in excess of the amount of such Investment valued at cost at the time such Investment was made shall increase the Available Amount (to the extent such excess amount of returns or proceeds would otherwise increase the Available Amount pursuant to the definition thereof);

(v) Investments in connection with a (A) Permitted Receivables Financing or (B) Forward Flow Financing;

(w) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy or insolvency of either the Borrowers or any Restricted Subsidiary;

(x) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such Investments were not incurred in contemplation of such redesignation;

(y) other Investments; provided that, at the time of such Investment, (x) no Event of Default shall have occurred and be continuing and (y) the Parent Borrower is in compliance with Section 7.11 as in effect on the last day of the most recently ended Test Period on a Pro Forma Basis; and

(z) Investments resulting from transactions entered into in order to consummate a Permitted Tax Restructuring.

(c) Indebtedness. Create, incur or assume any Indebtedness, except:
(a) Indebtedness of the Parent Borrower and any of its Subsidiaries under the Loan Documents;

(b) Indebtedness incurred or which may be deemed to exist pursuant to any Guarantees, performance, statutory or similar obligations (including in connection with workers' compensation) or obligations in respect of letters of credit, surety bonds, bank guarantees or similar instruments related thereto incurred in the ordinary course of business, or pursuant to any appeal obligation, appeal bond or letter of credit in respect of judgments that do not constitute an Event of Default under Section 8.01(h);

(c) (i) Surviving Indebtedness, that, to the extent is individually in excess of $10,000,000, is listed on Schedule 7.03(c), which schedule shall be permitted to be updated by the Parent Borrower on the Acquisition Closing Date and (ii) any Permitted Refinancing of any of the foregoing;

(d) Guarantee Obligations of the Parent Borrower and its Restricted Subsidiaries in respect of Indebtedness of the Parent Borrower or any Restricted Subsidiary otherwise permitted hereunder (except that Non-Loan Parties may not, by virtue of this Section 7.03(d), guarantee Indebtedness that such Non-Loan Parties could not otherwise incur under this Section 7.03); provided that, if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee Obligation shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(e) Indebtedness of the Parent Borrower or any Restricted Subsidiary owing to the Parent Borrower or any other Restricted Subsidiary to the extent constituting an Investment permitted by Section 7.02; provided that all such Indebtedness of any Loan Party owed to any Person that is not a Loan Party shall be subject to the subordination terms set forth in Section 3.02 of the Guaranty;

(f) (i) Attributable Indebtedness and other Indebtedness financing the acquisition, construction, repair, replacement or improvement of fixed or capital assets (provided that such Indebtedness is incurred concurrently with or within two hundred seventy (270) days after the applicable acquisition, construction, repair, replacement or improvement), (ii) Attributable Indebtedness arising out of Permitted Sale Leasebacks in an aggregate principal amount not to exceed at any one time outstanding the greater of (x) $~~913,600,000~~1,024,800,000 and (y) 40% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis and (iii) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clauses (i) and (ii); provided that the aggregate principal amount of Indebtedness (including without limitation Attributable Indebtedness, but excluding Attributable Indebtedness incurred pursuant to clause (ii)) under this Section 7.03(f) does not exceed at any one time outstanding the greater of (x) $~~913,600,000~~1,024,800,000 and (y) 40% of Consolidated

EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis;

(g) Indebtedness in respect of Swap Contracts (i) entered into to hedge or mitigate risks to which the Parent Borrower or any Subsidiary has actual or anticipated exposure (other than those in respect of shares of capital stock or other equity ownership interests of the Parent Borrower or any Subsidiary), (ii) entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Parent Borrower or any Subsidiary and (iii) entered into to hedge commodities, currencies, general economic conditions, raw materials prices, revenue streams or business performance;

(h) Indebtedness in an amount not to exceed the Available Amount;

(i) Indebtedness representing deferred compensation to employees of the Parent Borrower (or any direct or indirect parent of the Parent Borrower) and its Restricted Subsidiaries incurred in the ordinary course of business;

(j) Any Indebtedness to current or former officers, directors, partners, managers, consultants and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Parent Borrower (or any direct or indirect parent thereof) permitted by Section 7.06(f);

(k) Indebtedness incurred by the Parent Borrower or any of its Restricted Subsidiaries in the Transactions, a Permitted Acquisition, any other Investment expressly permitted hereunder or any Disposition, in each case to the extent constituting indemnification obligations or obligations in respect of purchase price (including earn-outs) or other similar adjustments;

(l) Indebtedness consisting of obligations of the Parent Borrower or any of its Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Acquisitions or any other Investment expressly permitted hereunder;

(m) Cash Management Obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case incurred in the ordinary course;

(n) Indebtedness consisting of (a) the financing of insurance premiums or (b) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Indebtedness incurred by the Parent Borrower or any of its Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(p) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Parent Borrower or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(q) Indebtedness supported by a Letter of Credit in a principal amount not to exceed the face amount of such Letter of Credit;

(r) (i) other Indebtedness of the Parent Borrower or any Restricted Subsidiary in an unlimited amount, so long as (A) if such Indebtedness is secured by any Liens on the Collateral (other than Liens that are junior to the Liens securing the Obligations), the First Lien Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than either (x) ~~3.66~~4.00:1.00 or (y) if such Indebtedness is incurred to finance a Permitted Acquisition or any other similar Investment not prohibited hereunder, the First Lien Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom), immediately prior to the consummation of such Permitted Acquisition or other similar Investment and the incurrence of such Indebtedness; provided, that if such Indebtedness is in the form of Qualifying Term Loans, it shall be subject to the MFN Adjustment (if any, and other than to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged would not otherwise be subject to the MFN Adjustments), (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Liens securing the Obligations, the Secured Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than either (x) ~~4.16~~4.50:1.00 or (y) if such Indebtedness is incurred to finance a Permitted Acquisition or any other similar Investment not prohibited hereunder, the Secured Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) immediately prior to the consummation of such Permitted Acquisition or other similar Investment and the incurrence of such Indebtedness and (C) if such Indebtedness is unsecured or secured by assets that do not constitute Collateral, either the Total Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than either (1) ~~5.30~~5.50:1.00 or (2) if such Indebtedness is incurred to finance a Permitted Acquisition or any other similar Investment not prohibited hereunder, the Total Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) immediately prior to the consummation of such Permitted Acquisition or other similar Investment and the incurrence of such Indebtedness (provided that, with respect to all Indebtedness of this clause (r), (1) such Indebtedness shall not mature prior to the date that is ninety one (91) days after the Maturity Date of the Tranche B-1 Term Loans or the Second Amendment Incremental Term B Loans or have a Weighted Average Life to Maturity less than the Weighted Average Life to Maturity of the Tranche B-1 Term Loans or the Second Amendment Incremental Term B Loans plus ninety one (91) days; provided that the foregoing requirements of this clause (1) shall not apply to any Inside Maturity Debt and any Qualifying Bridge Facility, (2) such Indebtedness shall not have mandatory prepayment, redemption or offer to purchase events more onerous than those applicable to the Tranche B-1 Term Loans or the Second Amendment Incremental Term B Loans; provided that the foregoing requirements of this clause (2) shall not apply to any Inside Maturity Debt and any Qualifying Bridge Facility, (3) the other terms and conditions of such Indebtedness (excluding pricing and optional prepayment or redemption terms) reflect market terms and conditions at the time of incurrence or issuance of

such Indebtedness (as reasonably determined by the Parent Borrower in good faith), (4) such Indebtedness that is secured by a Lien on Collateral shall be subject to an Acceptable Intercreditor Agreement and (5) the maximum aggregate principal amount of Indebtedness that may be incurred pursuant to this Section 7.03(r) by Non-Loan Parties shall not exceed the greater of (x) $~~856,500,000~~960,750,000 and (y) 37.5% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period at any one time outstanding); and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (r)(i);

(s) Indebtedness incurred by a Non-Loan Party, and guarantees thereof by Non-Loan Party, in an aggregate principal amount not to exceed (A) the greater of (x) $~~1,142,000,000~~1,281,000,000 and (y) 50% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period at any one time outstanding plus (B) additional Indebtedness incurred from time to time pursuant to asset based revolving facilities provided by commercial banks or similar financial institutions; provided that (1) such Indebtedness is secured by Liens on the current assets of Restricted Subsidiaries that are not Loan Parties (and not on the Collateral), (2) Loan Parties shall not Guarantee such Indebtedness unless such Guarantee would otherwise be permitted under Section 7.02, and (3) borrowings under such asset based revolving facilities shall be subject to a borrowing base or similar advance rate criteria;

(t) (i) Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, or subordinated notes or loans) incurred by the Borrowers to the extent that the Borrowers shall have been permitted to incur such Indebtedness pursuant to, and such Indebtedness shall be deemed to be incurred in reliance on, Section 2.14; provided that (A) upon the effectiveness of such Indebtedness, except in connection with a Limited Condition Transaction (in which case no Specified Event of Default shall have occurred and is continuing or would result therefrom), no Default or Event of Default has occurred and is continuing or shall result therefrom, (B) such Indebtedness shall not mature earlier than the Maturity Date of the ~~Initial Tranche~~Extended Term A ~~Term~~ Loans (if such Indebtedness is incurred in lieu of Incremental Term A Loans) or Tranche B-1 Term Loans (if such Indebtedness is incurred in lieu of Incremental Term B Loans), as applicable; provided that the foregoing requirements of this clause (B) shall not apply to any Inside Maturity Debt and any Qualifying Bridge Facility, (C) as of the date of the incurrence of such Indebtedness, the Weighted Average Life to Maturity of such Indebtedness shall not be shorter than that of the ~~Initial Tranche~~Extended Term A ~~Term~~ Loans (if such Indebtedness is incurred in lieu of Incremental Term A Loans) or Tranche B-1 Term Loans (if such Indebtedness is incurred in lieu of Incremental Term B Loans), as applicable; provided that the foregoing requirements of this clause (C) shall not apply to any Inside Maturity Debt and any Qualifying Bridge Facility, (D) no Restricted Subsidiary is a borrower or guarantor with respect to such Indebtedness unless such Restricted Subsidiary is a Subsidiary Guarantor which shall have previously or substantially concurrently guaranteed the Obligations, (E) the other terms and conditions of such Indebtedness (excluding pricing, optional prepayment or redemption terms) reflect market terms on the date of incurrence or issuance of such Indebtedness (as reasonably determined by the Parent Borrower in good faith) and (F) if such Indebtedness is in the form of a Qualifying Term Loan, it shall be subject to the MFN Adjustment (if any) (other than to the extent such Indebtedness constitutes a Qualifying Bridge Facility), (such Indebtedness incurred pursuant to this clause (t) being referred to as "Incremental Equivalent Debt") and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (t)(i);

(u) additional Indebtedness in an aggregate principal amount not to exceed the greater of (x) $~~1,713,000,000~~1,921,500,000 and (y) 75% of Consolidated EBITDA of the Parent

Borrower for the most recently ended Test Period at any one time outstanding and calculated on a Pro Forma Basis;

(v) Indebtedness assumed in connection with a Permitted Acquisition or other similar Investment not prohibited hereunder and not created in contemplation thereof, so long as, if such Indebtedness is secured, any Liens securing such Indebtedness only secure those obligations that existed on the date such Permitted Acquisition or similar Investment and such Liens do not extend to any other property of the Parent Borrower and its Restricted Subsidiaries;

(w) (i) Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, or subordinated notes or loans) incurred by the Borrowers or any of their Restricted Subsidiaries to the extent that 100% of the Net Cash Proceeds therefrom are, immediately after the receipt thereof, applied solely to the prepayment of Term Loans in accordance with Section 2.05(b)(iii); provided that (A) such Indebtedness shall not mature earlier than the Maturity Date with respect to the relevant Term Loans being refinanced, provided that the foregoing requirements of this clause (A) shall not apply to any Qualifying Bridge Facility, (B) as of the date of the incurrence of such Indebtedness, the Weighted Average Life to Maturity of such Indebtedness shall not be shorter than that of then-remaining Term Loans being refinanced, provided that the foregoing requirements of this clause (B) shall not apply to any Qualifying Bridge Facility, (C) no Restricted Subsidiary is a borrower or guarantor with respect to such Indebtedness unless such Restricted Subsidiary is a Subsidiary Guarantor which shall have previously or substantially concurrently guaranteed the Obligations, (D) the terms and conditions of such Indebtedness (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the maturity date of the Term Loans being refinanced) reflect market terms and conditions on the date of incurrence or issuance of such Indebtedness, as reasonably determined by the Parent Borrower in good faith, and such Indebtedness shall not participate in mandatory prepayments on a greater than pro rata basis with the Term Loans and (E) the Parent Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Parent Borrower, together with all relevant financial information reasonably requested by the Administrative Agent, including reasonably detailed calculations demonstrating compliance with clauses (A), (B), (C) and (D) above and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (w)(i);

(x) Indebtedness with respect to any (A) Permitted Receivables Financing or (B) Forward Flow Financing;

(y) Indebtedness in respect of Permitted Debt Exchange Notes incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.17 and any Permitted Refinancing thereof;

(z) Contribution Indebtedness (and any Permitted Refinancing thereof); ~~and~~

(aa) Non-Recourse Indebtedness;

(bb) any Indebtedness incurred pursuant to the Third Amendment; and

(~~aa~~cc) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (~~z~~bb) above.

For purposes of determining compliance with this Section 7.03, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (a) through (~~z~~aa) above, the Borrowers may, in their sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above clauses; provided that all Indebtedness outstanding under the Loan Documents will be deemed to have been incurred in reliance only on the exception in clause (a) of this Section 7.03 will be deemed to have been incurred in reliance only on the exception set forth in clause (b) of this Section 7.03.

The accrual of interest, the accretion of accreted value, the amortization of original issue discount and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.03.

(d) Fundamental Changes. Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Restricted Subsidiary may merge or amalgamate with (i) the Parent Borrower (provided that the resulting entity shall succeed as a matter of law to all of the Obligations of the Parent Borrower), or (ii) any one or more other Restricted Subsidiaries (provided that when any Restricted Subsidiary that is a Loan Party is merging or amalgamating with another Restricted Subsidiary, a Loan Party shall be a continuing or surviving Person, as applicable, or the resulting entity shall succeed as a matter of law to all of the Obligations of such Loan Party (including, without limitation, as a Borrower, as applicable)) and (iii) in order to consummate a Permitted Tax Restructuring;

(b) (i) any Restricted Subsidiary that is not a Loan Party may merge, amalgamate or consolidate with or into any other Restricted Subsidiary that is not a Loan Party, (ii) (A) any Restricted Subsidiary may liquidate, dissolve or wind up, or (B) any Restricted Subsidiary may change its legal form, in each case, if the Borrowers determine in good faith that such action is in the best interests of the Parent Borrower and its Subsidiaries and is not materially disadvantageous to the Lenders and (iii) the Borrowers may change their legal form if they determine in good faith that such action is in the best interests of the Parent Borrower and its Subsidiaries, and the Administrative Agent reasonably determines it is not disadvantageous to the Lenders;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to another Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party, then either (i) the transferee must be a Loan Party or (ii) to the extent constituting an Investment, such Investment must be a permitted Investment in or Indebtedness of a Restricted Subsidiary that is not a Loan Party in accordance with Section 7.02 and Section 7.03, respectively;

(d) so long as no Event of Default exists or would result therefrom, any Borrower may merge or amalgamate with any other Person (1) in a transaction in which such Borrower is the continuing or surviving entity of such transaction or (2) in a transaction in which such other Person is the surviving or continuing entity of such transaction (such person, the "Successor Borrower"); provided that, in the case of this clause (2), (i) such Successor Borrower is organized under the laws of the United States, any state thereof or the District of Columbia; (ii) such Successor Borrower shall assume the Obligations of such Borrower under the Loan Documents;

(iii) each Guarantor shall have confirmed that its Guaranty shall apply to the Successor Borrower's obligations under the Loan Documents; (iv) each Guarantor shall have by a supplement to the Security Agreement and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Borrower's obligations under the Loan Documents; (v) [reserved]; (vi) such Borrower shall have delivered information reasonably requested in writing by the Administrative Agent (or any Lender through the Administrative Agent) reasonably required by regulatory authorities under "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and, to the extent required by 31 C.F.R. § 1010.230, a certification of the Parent Borrower regarding beneficial ownership and (vii) such Borrower shall have delivered of an officer's certificate certifying the compliance with the foregoing;

(e) so long as no Default exists or would result therefrom, any Restricted Subsidiary may merge or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 7.02; provided that the continuing or surviving Person shall be a Restricted Subsidiary, which together with each of its Restricted Subsidiaries, shall have complied with the requirements of Section 6.10;

(f) the Acquisition may be consummated; and

(g) so long as no Default exists or would result therefrom, a merger, amalgamation, dissolution, winding up, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 7.05, may be effected.

(e) Dispositions. Make any Disposition, except:

(a) Dispositions of obsolete, worn out or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Parent Borrower and its Restricted Subsidiaries;

(b) Dispositions of inventory and immaterial assets in the ordinary course of business (including allowing any registrations or any applications for registration of any immaterial IP Rights to lapse or go abandoned in the ordinary course of business);

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased);

(d) Dispositions of property to the Parent Borrower or a Restricted Subsidiary; provided that if the transferor of such property is a Loan Party (i) the transferee thereof must be a Loan Party, (ii) to the extent such transaction constitutes an Investment, such transaction is permitted under Section 7.02, or (iii) such Disposition shall consist of the transfer of Equity Interests in or Indebtedness of any Foreign Subsidiary to any other Foreign Subsidiary;

(e) Dispositions permitted by Section 7.02, Section 7.04 and Section 7.06 and Liens permitted by Section 7.01;

(f) Dispositions in the ordinary course of business of Cash Equivalents;

(g) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Parent Borrower and its Restricted Subsidiaries, taken as a whole;

(h) transfers of property subject to Casualty Events;

(i) Dispositions of Investments in JV Entities or non-Wholly Owned Restricted Subsidiaries; provided that no Dispositions may be made pursuant to this Section 7.05(i) to the extent such JV Entity or non-Wholly Owned Restricted Subsidiary was, prior to a previous Disposition of Equity Interests in such JV Entity or non-Wholly Owned Restricted Subsidiary made pursuant to another provision of this Section 7.05, a Wholly Owned Restricted Subsidiary, and such Dispositions pursuant to such other provision of this Section 7.05 and this Section 7.05(i) were part of a single Disposition or series of related Disposition, other than to the extent required by, or made pursuant to, customary buy/sell arrangements between the parties to such JV Entity or shareholders of such non-Wholly Owned Restricted Subsidiary set forth in the shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to such JV Entity or non-Wholly Owned Restricted Subsidiary.

(j) Dispositions of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof or pursuant to factoring arrangements, in each case to the extent not constituting a receivables financing;

(k) the unwinding of any Swap Contract pursuant to its terms;

(l) Permitted Sale Leasebacks;

(m) Dispositions not otherwise permitted pursuant to this Section 7.05; provided that (i) such Disposition shall be for fair market value as reasonably determined by the Parent Borrower in good faith, (ii) with respect to any Dispositions with a fair market value greater than or equal to $250,000,000, the Parent Borrower or the applicable Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (provided, however, that for the purposes of this clause (m)(ii), the following shall be deemed to be cash: (A) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Parent Borrower or any of its Restricted Subsidiaries (other than Subordinated Debt) and the valid release of the Parent Borrower or such Restricted Subsidiary, by all applicable creditors in writing, from all liability on such Indebtedness or other liability in connection with such Disposition, (B) securities, notes or other obligations received by the Parent Borrower or any of its Restricted Subsidiaries from the transferee that are converted by the Parent Borrower or any of its Restricted Subsidiaries into cash or Cash Equivalents within 180 days following the closing of such Disposition, (C) Indebtedness (other than Subordinated Debt) of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Disposition, to the extent that the Parent Borrower and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Disposition and (D) the aggregate Designated Non-Cash Consideration received by the Parent Borrower and its Restricted Subsidiaries for all Dispositions under this clause (m) having an aggregate fair market value (determined as of the closing of the applicable Disposition for which such Designated Non-Cash Consideration is received) not to exceed the greater of (x) $~~685,200,000~~768,600,000 and (y) 30% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period at any time outstanding (net of any Designated Non-Cash Consideration converted into cash and Cash

Equivalents received in respect of any such Designated Non-Cash Consideration and calculated on a Pro Forma Basis)) and (iii) the Parent Borrower or the applicable Restricted Subsidiary complies with the applicable provisions of Section 2.05;

(n) the Parent Borrower and its Restricted Subsidiaries may surrender or waive contractual rights and settle or waive contractual or litigation claims in the ordinary course of business;

(o) Dispositions of non-core or obsolete assets acquired in connection with Permitted Acquisitions or Dispositions required to obtain regulatory approval;

(p) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value of usefulness to the business of the Parent Borrower and its Restricted Subsidiaries as a whole, as determined in good faith by the Parent Borrower;

(q) any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary so long as the primary assets of such Unrestricted Subsidiary are not cash or Cash Equivalents;

(r) Specified Dispositions and Dispositions consummated in connection with a Permitted Tax Restructuring;

(s) Dispositions for Cash Equivalents (other than in connection with the capitalization of any special purpose entity used to effect any such Permitted Receivables Financing or Forward Flow Financing) of accounts receivable in connection with any (A) Permitted Receivables Financing or (B) Forward Flow Financing; and

(t) additional Dispositions in an aggregate amount not to exceed $900,000,000 during the term of this Agreement.

To the extent any Collateral is disposed of as expressly permitted by this Section 7.05 to any Person other than the Borrowers or any Subsidiary Guarantor, such Collateral shall be sold free and clear of the Liens created by the Loan Documents and, if requested by the Administrative Agent, upon the certification by the Parent Borrower that such Disposition is permitted by this Agreement, the Administrative Agent or the Collateral Agent, as applicable, shall be authorized to take and shall take any actions deemed appropriate in order to effect the foregoing.

(f) Restricted Payments. Declare or make any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to the Parent Borrower and to other Restricted Subsidiaries (and, in the case of a Restricted Payment by a non-Wholly Owned Restricted Subsidiary, to the Parent Borrower and any other Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests) ;

(b) (i) the Parent Borrower may (or may make Restricted Payments to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Equity Interests for another class of its (or such parent's) Equity Interests or rights to acquire its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests, provided that any terms and provisions material to the interests of the Lenders, when

taken as a whole, contained in such other class of Equity Interests are at least as advantageous to the Lenders as those contained in the Equity Interests redeemed thereby and (ii) the Parent Borrower may declare and make dividend payments or other distributions payable solely in Qualified Equity Interests (to the extent not utilized in connection with any other transactions permitted pursuant to Section 7.02, Section 7.03, Section 7.06 or Section 7.08 (or to build the Available Amount or Excluded Contribution Amount));

(c) Restricted Payments made on or after the Acquisition Closing Date in connection with the Transactions, including the fees and expenses associated therewith or the settlement of claims or actions in connection with the Acquisition or to satisfy indemnity or other similar obligations or any other earnouts, purchase price adjustments, working capital adjustments and any other payments under the Co-operation Agreement;

(d) to the extent constituting Restricted Payments, the Parent Borrower and its Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 7.02, Section 7.04 or Section 7.07;

(e) repurchases of Equity Interests in the ordinary course of business in the Parent Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(f) the Parent Borrower or any Restricted Subsidiary may, in good faith, pay (or make Restricted Payments to allow any direct or indirect parent thereof to pay) for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of it or any direct or indirect parent thereof held by any future, present or former employee, director, manager, officer or consultant (or any Affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of the Parent Borrower (or any direct or indirect parent of the Parent Borrower) or any of its Subsidiaries pursuant to any employee, management, director or manager equity plan, employee, management, director or manager stock option plan or any other employee, management, director or manager benefit plan or any agreement (including any stock subscription or shareholder agreement) with any employee, director, manager, officer or consultant of the Parent Borrower (or any direct or indirect parent thereof), the Parent Borrower or any Subsidiary; provided that such payments do not to exceed $100,000,000 in any calendar year (with unused amounts in any calendar year being carried over to the succeeding calendar years so long as the aggregate amount of all Restricted Payments made pursuant to this Section 7.06(f) in any calendar year (after giving effect to such carry-forward) shall not exceed $200,000,000); provided that cancellation of Indebtedness owing to the Parent Borrower (or any direct or indirect parent thereof) or any of its Subsidiaries from members of management of the Parent Borrower, any of the Parent Borrower's direct or indirect parent companies or any of the Parent Borrower's Restricted Subsidiaries in connection with a repurchase of Equity Interests of any of the Parent Borrower's direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Agreement;

(g) [reserved];

(h) the Parent Borrower or any Restricted Subsidiary may pay any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such

payment would have complied with the provisions of this Agreement (it being understood that a distribution pursuant to this Section 7.06(h) shall be deemed to have utilized capacity under such other provision of this Agreement);

(i) the Parent Borrower or any Restricted Subsidiary may (a) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof, or any Permitted Acquisition and (b) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(j) the Parent Borrower or any Restricted Subsidiary may make additional Restricted Payments in an amount not to exceed the greater of (x) $~~799,400,000~~896,700,000 and (y) 35% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis;

(k) the Parent Borrower or any Restricted Subsidiary may make additional Restricted Payments in an amount not to exceed, without duplication, (i) the Available Amount and/or (ii) the Excluded Contribution Amount; provided that (x) at the time of any such Restricted Payment in reliance on clause (b) of the definition of "Available Amount," no Specified Event of Default shall have occurred and be continuing or would result therefrom, (y) at the time of any such Restricted Payment in reliance on the definition of "Excluded Contribution Amount," no Specified Event of Default shall have occurred and be continuing or would result therefrom and (z) at the time of any such Restricted Payment in reliance on the Available Amount, on a Pro Forma Basis the Parent Borrower would be able to incur $1.00 pursuant to Section 7.03(r)(C);

(l) [reserved];

(m) the distribution, by dividend or otherwise, of Equity Interests or Indebtedness owed to the Parent Borrower or a Restricted Subsidiary of an Unrestricted Subsidiary (or a Restricted Subsidiary that owns an Unrestricted Subsidiary; provided that such Restricted Subsidiary has no independent operations or business and owns no assets other than Equity Interests of an Unrestricted Subsidiary), in each case, so long as the primary assets of such Unrestricted Subsidiary are not cash or cash equivalents;

(n) the Parent Borrower or any Restricted Subsidiary may make additional Restricted Payments; provided that, at the time of such Restricted Payment, (i) no Event of Default has occurred and is continuing and (ii) the Total Leverage Ratio of the Parent Borrower as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 4.30:1.00;

(o) the declaration and payment, in cash, of dividends, redemptions or other distributions in an amount not to exceed the amount of Balance Sheet Funds (excluding the proceeds from the Tranche A Bridge Loans); and

(p) the declaration and payment, in cash, of dividends, redemptions or other distributions in an amount not to exceed the Quarterly Capital Return for any fiscal quarter (with unused amounts carried forward to subsequent quarters).

(g) Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Parent Borrower with a fair market value in excess of $100,000,000, whether or not in the ordinary course of business, other than:

(a) transactions between or among the Parent Borrower or any Restricted Subsidiary or any entity that becomes a Restricted Subsidiary as a result of such transaction;

(b) transactions on terms not less favorable to the Parent Borrower or such Restricted Subsidiary as would be obtainable by the Parent Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate;

(c) (i) the Transactions and the payment of fees and expenses related to the Transactions;

(d) the issuance of Equity Interests to any officer, director, manager, employee or consultant of the Parent Borrower or any of its Subsidiaries or any direct or indirect parent of the Parent Borrower in connection with the Transaction;

(e) [reserved];

(f) equity issuances, repurchases, redemptions, retirements or other acquisitions or retirements of Equity Interests by the Parent Borrower or any Restricted Subsidiary permitted under Section 7.06;

(g) loans and other transactions by and among the Parent Borrower and/or one or more Subsidiaries to the extent permitted under this Article VII;

(h) employment and severance arrangements between the Parent Borrower or any of its Subsidiaries and their respective officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements;

(i) [reserved];

(j) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, managers, officers, employees and consultants of the Parent Borrower and its Restricted Subsidiaries or any direct or indirect parent of the Parent Borrower in the ordinary course of business to the extent attributable to the ownership or operation of the Parent Borrower and its Restricted Subsidiaries;

(k) transactions pursuant to agreements in existence on the Acquisition Closing Date and set forth on Schedule 7.07, which schedule shall be permitted to be updated by the Parent Borrower on the Acquisition Closing Date, or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect;

(l) dividends and other distributions permitted under Section 7.06;

(m) [reserved];

(n) transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such transactions were not entered into in contemplation of such redesignation;

(o) Dispositions for Cash Equivalents (other than in connection with the capitalization of any special purpose entity used to effect any such Permitted Receivables Financing or Forward Flow Financing) of accounts receivable in connection with any Permitted Receivables Financing or Forward Flow Financing; and

(p) transactions in connection with Permitted Tax Restructurings.

(h) Prepayments, Etc., of Indebtedness.

(i) Prepay, redeem, purchase, defease or otherwise satisfy prior to one year before the scheduled maturity thereof in any manner any Subordinated Debt (it being understood that payments of regularly scheduled interest, AHYDO payments and mandatory prepayments under any such Subordinated Debt Documents shall not be prohibited by this clause), except for (i) the refinancing thereof with, or the exchange thereof for, of any Indebtedness (to the extent such Indebtedness constitutes a Permitted Refinancing), (ii) the conversion thereof to Equity Interests (other than Disqualified Equity Interests) of the Parent Borrower or any of its direct or indirect parents, (iii) prepayments, redemptions, purchases, defeasances and other payments thereof prior to their scheduled maturity in an aggregate amount not to exceed (A) the greater of (x) $~~799,400,000~~896,700,000 and (y) 35% of Consolidated EBITDA of the Parent Borrower for the most recently ended Test Period calculated on a Pro Forma Basis, plus (B) the Available Amount, (provided that (x) at the time of any such prepayment, redemption, purchase, defeasance and other payment in reliance on clause (b) of the definition of "Available Amount," no Specified Event of Default shall have occurred and be continuing or would result therefrom, and (y) of any such prepayment, redemption, purchase, defeasance and other payment in reliance on the Available Amount, on a Pro Forma Basis the Parent Borrower would be able to incur $1.00 pursuant to Section 7.03(r)(C)), plus (C) without duplication, the Excluded Contribution Amount, at the time of any such prepayment, redemption, purchase, defeasance and other payment in reliance on the definition of "Excluded Contribution Amount," no Specified Event of Default shall have occurred and be continuing or would result therefrom and (iv) other prepayments, redemptions, purchases, defeasances and other payments thereof prior to their scheduled maturity (provided that, at the time of such prepayments, redemptions, purchases, defeasances or other payments, (x) no Event of Default has occurred and is continuing and (y) the Total Leverage Ratio of the Parent Borrower as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 4.30:1.00).

(ii) Amend, modify or change in any manner materially adverse to the interests of the Lenders any term or condition of any Subordinated Debt Documents without the consent of the Required Lenders (not to be unreasonably withheld or delayed).

(i) [Reserved]

(j) Subsidiary Distributions. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests; provided that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (A) law or (B) any Loan Document;

(b) restrictions and conditions existing on the Acquisition Closing Date or to any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) customary restrictions and conditions arising in connection with any Disposition permitted by Section 7.05;

(d) customary provisions in leases, licenses and other contracts restricting the assignment thereof;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing such Indebtedness;

(f) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Restricted Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition), provided that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to the Parent Borrower or any other Restricted Subsidiary;

(g) any restrictions or conditions in any Indebtedness permitted pursuant to Section 7.03 or by the definitions of "Refinancing Term Loans" and "Refinancing Revolving Commitments" hereof to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents or, in the case of Subordinated Debt, are market terms at the time of issuance (as determined in good faith by the Parent Borrower) or, in the case of Indebtedness of any Non-Loan Party, are imposed solely on such Non-Loan Party and its Subsidiaries;

(h) any restrictions on cash or other deposits imposed by agreements entered into in the ordinary course of business;

(i) customary provisions in shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to any JV Entity or non-Wholly Owned Restricted Subsidiary and other similar agreements applicable to JV Entities and non-Wholly Owned Restricted Subsidiaries permitted under Section 7.02 and applicable solely to such JV Entity or non-Wholly Owned Restricted Subsidiary and the Equity Interests issued thereby;

(j) customary restrictions in leases, subleases, licenses or asset sale agreements and other similar contracts otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto;

(k) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(l) customary net worth provisions contained in real property leases entered into by Subsidiaries of the Parent Borrower, so long as the Parent Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Parent Borrower and its Subsidiaries to meet their ongoing obligation; and

(m) restrictions imposed by any agreement governing Indebtedness entered into on or after the Acquisition Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Parent Borrower, no more restrictive with respect to the Borrowers or any Restricted Subsidiary than customary market terms for Indebtedness of such type, so long as the Parent Borrower shall have determined in good faith that such restrictions will not adversely affect in any material respect its obligation or ability to make any payments required hereunder.

(k) Financial Covenant. Solely with respect to the Term A Facility and Revolving Credit Facility:

(a) Following the Acquisition Closing Date through the last day of the fourth (4th) full fiscal quarter after the Acquisition Closing Date, the Parent Borrower shall maintain, as of the last day of each fiscal quarter of the Parent Borrower, a Total Leverage Ratio for the Test Period ending on such day of not more than 6.00:1.00.

(b) Following the last day of the fourth (4th) full fiscal quarter after the Acquisition Closing Date through the last day of the eighth (8th) full fiscal quarter after the Acquisition Closing Date, the Parent Borrower shall maintain, as of the last day of each fiscal quarter of the Parent Borrower, a Total Leverage Ratio for the Test Period ending on such day of not more than 5.75:1.00.

(c) Following the last day of the eighth (8th) full fiscal quarter after the Acquisition Closing Date and thereafter, the Parent Borrower shall maintain, as of the last day of each fiscal quarter of the Parent Borrower, a Total Leverage Ratio for the Test Period ending on such day of not more than 5.25:1.00; provided that such maximum Total Leverage Ratio shall increase to 5.75:1.00 for the four fiscal quarters ending immediately after the consummation of a Material Acquisition (the covenant set forth in this Section 7.11 being, the "Financial Covenant").

The Financial Covenant shall be tested on the date that the financial statements for such Test Period are required to be delivered pursuant to Sections 6.01(a) and 6.01(b), as applicable, and not prior to such date.

21.

Events of Default and Remedies

(a) Events of Default. Any of the following events referred to in any of clauses (a) through (j) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. The Parent Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a) or Section 6.04 (solely with respect to the Parent Borrower) or Article VII; provided that (i) an Event of Default arising from a failure to comply with Section 6.03(a) shall be deemed to be no longer continuing automatically upon and simultaneously with the underlying Default ceasing to be continuing so long as the Parent Borrower has provided notice to the Administrative Agent promptly after a Responsible Officer obtains knowledge of such underlying Default, (ii) a Default or an Event of Default in respect of Section 7.11 (a "Financial Covenant Event of Default") shall not occur until the start of the tenth (10th) Business Day subsequent to the date the financial statements for the applicable fiscal quarter or fiscal year are required to be delivered pursuant to Section 6.01(a) or 6.01(b), and then shall occur only if the Cure Amount has not been received on or prior to such date and (iii) a Financial Covenant Event of Default (or in each case, under any revolving facility that constitutes a Permitted Refinancing thereof) shall not constitute an Event of Default with respect to the Tranche B Term Loans unless and until the Required Pro Rata Lenders have declared all amounts outstanding under the Revolving Credit Facility and Tranche A Term Loans to be immediately due and payable and all outstanding Revolving Credit Commitments to be immediately

terminated, in each case in accordance with this Agreement and such declaration has not been rescinded on or before such date (the "Term Loan Standstill Period"); or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after receipt by the Borrowers of written notice thereof by the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made and such incorrect or misleading representation, warranty, certification or statement of fact, if capable of being cured, remains so incorrect or misleading for thirty (30) days after receipt by the Borrowers of written notice thereof by the Administrative Agent or the Required Lenders; or

(e) Cross-Default. Any Loan Party or any Restricted Subsidiary (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount exceeding the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs (other than in the case of clauses (A) and (B), (i) with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts ~~and~~, (ii) any event requiring prepayment pursuant to customary asset sale events, insurance and condemnation proceeds events, change of control offers events and excess cash flow and indebtedness sweeps (iii) any mandatory prepayment of any bridge financing, (iv) any repurchase, repayment, defeasance or redemption of any Indebtedness incurred to finance, in whole or in part, a Permitted Acquisition or similar investment required to be made pursuant to a "special mandatory redemption" provision (or other similar provision as a result of such Permitted Acquisition or similar Investment not having been consummated, (v) any Indebtedness becoming due as a result of voluntary refinancing permitted hereunder or (vi) any right of any holder of Indebtedness that is convertible into equity interests (1) to require the repurchase, repayment or redemption of such Indebtedness, (2) to require an offer to repurchase, repay or redeem such Indebtedness or (3) to convert such Indebtedness into equity interests, together with any cash settlement thereof, in each case under this clause (vi), so long as such right (other than the right to convert such Indebtedness into equity interests of the Parent Borrower, settled solely in such equity interests and cash in lieu of fractional shares thereof) does not result from any "change of control" or similarly defined event under the definitive documentation governing such Indebtedness)), the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, all such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem all such Indebtedness to be made, prior to its stated maturity; provided that this clause (e)(B) shall not apply to secured Indebtedness that becomes due (or requires an offer to purchase) as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; provided, further, that (x) such failure or breach is unremedied and is not waived by the required holders of such Indebtedness and (y) for the avoidance of doubt, any

event or condition set forth under this paragraph (e) shall not, until the expiration of any applicable grace period or the delivery of notice by the applicable holder or holders of such Indebtedness, constitute a Default or an Event of Default for purposes of this Agreement; or

(f) Insolvency Proceedings, Etc. Except with respect to any dissolution or liquidation of a Restricted Subsidiary expressly permitted by Section 7.04 in connection with the consummation of a Permitted Tax Restructuring, any Loan Party or any of the Restricted Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days; or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Restricted Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Loan Parties, taken as a whole, and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days; or

(i) Invalidity of Collateral Documents. Any material provision of any Collateral Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or Section 7.05) or solely as a result of acts or omissions by the Administrative Agent or any Lender if the ability to take such action is within the sole control of the Administrative Agent and the Lenders or the satisfaction in full of all the Obligations, ceases to be in full force and effect or ceases to create a valid and perfected lien, with the priority set forth in the Collateral and Guarantee Requirement, on a material portion of the Collateral covered thereby; or any Loan Party contests in writing the validity or enforceability of any material provision of any Collateral Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Collateral Document; or

(j) Invalidity of Guarantees. Any Guarantee, after its execution and delivery, provided by the Parent Borrower or any other Guarantor that is a Material Subsidiary, or any material provision thereof, ceases to be in full force and effect (other than pursuant to the terms hereof or thereof) or any Loan Party denies or disaffirms in writing any such Guarantor's material

obligations under its Guarantee (other than as a result of repayment in full of the Obligations and terminations of the Commitments); or

(k) Change of Control. There occurs any Change of Control; or

(l) ERISA. (i) An ERISA Event occurs which has resulted or could reasonably be expected to result in liability of a Loan Party or a Restricted Subsidiary in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect, or (ii) a Loan Party, any Restricted Subsidiary or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its Withdrawal Liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect.

(b) Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions (or, if a Financial Covenant Event of Default occurs and is continuing and prior to the expiration of the Term Loan Standstill Period, if the only Events of Default then having occurred and continuing are pursuant to a Financial Covenant Event of Default, at the request of the Required Pro Rata Lenders only, and in such case only with respect to the Revolving Credit Commitments, Revolving Credit Loans, Tranche A Term Loans, Tranche A Term Commitments, Swing Line Loans, L/C Obligations, any Letters of Credit and L/C Credit Extensions):

(i) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(iii) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law;

provided that upon the occurrence of an Event of Default under Section 8.01(f) or (g) with respect to the Parent Borrower, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Notwithstanding any other provision of any Loan Document, during the Certain Funds Period none of the Lenders shall:

(v) refuse to participate in or make available any Certain Funds Utilization, provided that the conditions in Section 4.01 have been satisfied;

(vi) be entitled to take any action to rescind, terminate or cancel this Agreement (or any provision hereof or obligation hereunder) or any utilization of any Loan or Commitment;

(vii) exercise any right of set-off or counterclaim in respect of any utilization of any Loan or Commitment;

(viii) accelerate any utilization of any Loan or otherwise demand or require repayment or prepayment of any sum from any Loan Party; or

(ix) enforce (or instruct the Administrative Agent and/or Collateral Agent to enforce) any Collateral under any Loan Document,

provided that, immediately upon the expiry of the Certain Funds Period, all such rights, remedies and entitlements shall be available to the Lenders, notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

(c) Exclusion of Immaterial Subsidiaries. Solely for the purpose of determining whether a Default has occurred under clause (f) or (g) of Section 8.01, any reference in any such clause to any Restricted Subsidiary or Loan Party shall be deemed not to include any Subsidiary that is an Immaterial Subsidiary or at such time could, upon designation by the Parent Borrower, become an Immaterial Subsidiary affected by any event or circumstances referred to in any such clause unless the Consolidated EBITDA of such Subsidiary together with the Consolidated EBITDA of all other Subsidiaries affected by such event or circumstance referred to in such clause, shall exceed 5% of the Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries.

(d) Application of Funds. If the circumstances described in Section 2.12(g) have occurred, or after the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), including in any bankruptcy or insolvency proceeding, any amounts received on account of the Obligations shall be applied by the Administrative Agent, subject to any applicable intercreditor agreement entered into by the Agents pursuant to this Agreement that is then in effect, in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, Cash Management Obligations, and obligations under Secured Hedge Agreements, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to each Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest Cash Management Obligations, and obligations under Secured Hedge Agreements) payable to the Lenders (including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest (including, but not limited to, post-petition interest), ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Fifth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, Unreimbursed Amounts, face amounts of the L/C Borrowings, Swap Termination Value under Secured Hedge Agreements and Cash Management Obligations, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fifth held by them;

Sixth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Borrowers or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above and, if no Obligations remain outstanding, to the Borrowers.

(e) Right to Cure.

(i) Notwithstanding anything to the contrary contained in Section 8.01(b), in the event that the Borrowers fail to comply with the requirement of the Financial Covenant as of the last day of the Test Period, the Parent Borrower shall have the right, during the period beginning at the start of any fiscal quarter in which the Parent Borrower determines that a breach of the Financial Covenant may occur, until the expiration of the tenth Business Day (the "Cure Period") after the date on which financial statements with respect to the Test Period in which the Financial Covenant is being measured are required to be delivered pursuant to Section 6.01, to receive a direct or indirect equity investment in the Parent Borrower in cash in the form of common Equity Interests (or other Qualified Equity Interests reasonably acceptable to the Administrative Agent), which proceeds shall be contributed to the Parent Borrower (the "Cure Right"), and upon the receipt by the Parent Borrower of net cash proceeds pursuant to the exercise of the Cure Right (the "Cure Amount"), the Financial Covenant shall be recalculated, giving effect to a pro forma increase to Consolidated EBITDA for such Test Period in an amount equal to such Cure Amount; provided that such pro forma adjustment to Consolidated EBITDA shall be given solely for the purpose of determining the existence of a Default or an Event of Default under the Financial Covenant with respect to any Test Period that includes the fiscal quarter for which such Cure Right was exercised and not for any other purpose under any Loan Document (including for purposes of determining pricing, mandatory prepayments and the availability or amount permitted pursuant to any covenant under Article VII).

(ii) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Parent Borrower shall then be in compliance with the requirements of the Financial Covenant during such Test Period (including for purposes of Section 4.02), the Parent Borrower shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 8.01 that had occurred shall be deemed cured; provided that (i) the Cure Right may be exercised on no more than five (5) occasions, (ii) in each four consecutive fiscal quarter period, there shall be at least two fiscal quarters in respect of which no Cure Right is exercised, (iii) with respect to any exercise of the Cure Right, the Cure Amount shall not be given effect in an amount greater than the amount required to cause the Parent Borrower to be in compliance with the Financial Covenant (such amount, the "Necessary Cure Amount") (provided that if the Cure Right is exercised prior to the date financial statements are required to be delivered for such fiscal quarter then the Cure Amount shall be equal to the amount reasonably determined by the Parent Borrower in good faith that is required for purposes of complying with the Financial Covenant for such fiscal quarter (such amount, the "Expected Cure Amount") and (iv) the net cash proceeds from the Cure Right may not reduce the amount of Consolidated Total Debt for purposes of calculating compliance with the Financial Covenant for the fiscal quarter with respect to such Cure Right was made.

(iii) Notwithstanding anything herein to the contrary, (A) to the extent that the Expected Cure Amount is (i) greater than the Necessary Cure Amount, then such difference may be used for the purposes of determining any baskets (other than any previously contributed Cure Amounts), with respect to the covenants contained in the Loan Documents and (ii) less than the Necessary Cure Amount, then not later than the expiration of the applicable Cure Period, the Borrowers must receive a direct or indirect equity investment in cash in the form of common Equity Interests (or other Qualified Equity Interests reasonably acceptable to the Administrative Agent), which cash proceeds received by Borrowers shall be equal to the shortfall between such Expected Cure Amount and such Necessary Cure Amount and (B) prior to the expiration of the Cure Period (x) the Lenders shall not be permitted to exercise any rights then available as a result of an Event of Default under Section 8.01(b) on the basis of a breach of the Financial Covenant so as to enable the Borrowers to consummate their Cure Rights as permitted under this Section 8.05 and (y) the Lenders shall not be required to make any Credit Extension

unless and until the Borrowers have received the Cure Amount required to cause the Borrowers to be in compliance with the Financial Covenant.

22.

Administrative Agent and Other Agents

(a) Appointment and Authorization of Agents.

(i) Each Lender and L/C Issuer hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(ii) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each such L/C Issuer shall have all of the benefits and immunities (i) provided to the Agents in this Article IX with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Agent" as used in this Article IX and in the definition of "Agent-Related Persons" included such L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to such L/C Issuer.

(iii) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender, Swing Line Lender (if applicable), L/C Issuer (if applicable) and a potential Hedge Bank or Cash Management Bank) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Administrative Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

(b) Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of

counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

(c) Liability of Agents. No Agent-Related Person or Lead Arranger shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, including their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Lead Arranger (except for its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), (b) be responsible in any manner to any Lender or participant for or have any duty to ascertain or inquire into any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by any Lead Arranger or the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or the validity, perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, the value or sufficiency of any Collateral or the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder or (c) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause (c), no Agent-Related Person or Lead Arranger shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender. No Agent-Related Person or Lead Arranger shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof. No Agent or Lead Arranger shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that an Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law. No Agent or Lead Arranger shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), or in the absence of its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein.

(d) Reliance by Agents.

(i) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent and shall not incur any liability for relying thereon. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as

may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(ii) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Acquisition Closing Date specifying its objection thereto.

(e) Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrowers referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. Subject to the other provisions of this Article IX, the Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders (or, if a Financial Covenant Event of Default occurs and is continuing and prior to the expiration of the Term Loan Standstill Period, if the only Events of Default then having occurred and continuing are pursuant to a Financial Covenant Event of Default, the Required Revolving Credit Lenders under the Revolving Credit Facility only, and in such case only with respect to the Revolving Credit Commitments, Revolving Credit Loans, Swing Line Loans, L/C Obligations, Letters of Credit and L/C Credit Extensions) in accordance with Article VIII; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

(f) Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person or Lead Arranger has made any representation or warranty to it, and that no act by any Agent or Lead Arranger hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person or Lead Arranger to any Lender as to any matter, including whether Agent-Related Persons or Lead Arrangers have disclosed material information in their possession. Each Lender represents to each Agent and Lead Arranger that it has, independently and without reliance upon any Agent-Related Person or Lead Arranger and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person or Lead Arranger and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, none of the Agents or Lead Arrangers shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person or Lead Arranger.

(g) Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it in its capacity as an Agent-Related Person; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; provided that no action

taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrowers, provided that such reimbursement by the Lenders shall not affect the Borrowers' continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

(h) Agents in Their Individual Capacities. Bank of America and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though Bank of America were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Bank of America or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, Bank of America shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" include Bank of America in its individual capacity.

(i) Successor Agents. The Administrative Agent may resign as the Administrative Agent and Collateral Agent upon thirty (30) days' notice to the Lenders and the Borrowers. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which appointment of a successor agent shall require the consent of the Borrowers at all times other than during the existence of an Event of Default under Section 8.01(f) or (g) (which consent of the Borrowers shall not be unreasonably withheld or delayed). If, at the time that the Administrative Agent's resignation is effective, it is acting as an L/C Issuer or the Swing Line Lender, such resignation shall also operate to effectuate its resignation as L/C Issuer or the Swing Line Lender, as applicable, and it shall automatically be relieved of any further obligation to issue Letters of Credit or to make Swing Line Loans. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrowers, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and Collateral Agent and the term "Administrative Agent" shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be (and the term "Collateral Agent" shall mean such successor collateral agent, as described in this Section 9.09 and/or supplemental agent, as described in Section 9.02), and the retiring Administrative Agent's appointment, powers and duties as the Administrative Agent and Collateral Agent shall be terminated. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent and Collateral Agent, the provisions of this Article IX and Section 10.04 and Section 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent and Collateral Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent and Collateral Agent by the date which is thirty (30) days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent and Collateral Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed). Upon the acceptance of any appointment as the Administrative Agent and Collateral Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to

other instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Collateral Documents or (b) otherwise ensure that the Collateral and Guarantee Requirement is satisfied, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall, to the extent not previously discharged, be discharged from its duties and obligations under the Loan Documents.

(j) Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or any L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.04(e), Section 2.09 and Section 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Administrative Agent under Section 2.09 and Section 10.04.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition

vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a) through (g) of Section 10.01), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

(k) Collateral and Guaranty Matters. The Lenders irrevocably agree:

(a) that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) Obligations in respect of any Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations and other contingent obligations not yet accrued and payable) and the expiration or termination of all Letters of Credit (other than Letters of Credit that have been Cash Collateralized or back-stopped to the reasonable satisfaction of the applicable L/C Issuer), (ii) at the time the property subject to such Lien is transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document to any Person other than any other Loan Party, (iii) subject to Section 10.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (c) or (d) below or (v) if the property subject to such Lien becomes Excluded Property;

(b) the Administrative Agent is authorized and directed to release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Sections 7.01(i) and (o);

(c) if any Subsidiary Guarantor (other than a Borrower) ceases to be a Restricted Subsidiary, or becomes an Excluded Subsidiary, in each case, as a result of a transaction or designation permitted hereunder (as certified in writing delivered to the Administrative Agent by a Responsible Officer of the Parent Borrower), (x) such Subsidiary shall be automatically released from its obligations under the Guaranty and (y) any Liens granted by such Subsidiary or Liens on the Equity Interests of such Subsidiary (to the extent such Equity Interests have become

Excluded Property or are being transferred to a Person that is not a Loan Party) shall be automatically released; provided that if such Subsidiary Guarantor becomes an Excluded Subsidiary as a result of clause (h) of the definition thereof, such Person shall only be released under this Guaranty to the extent that (i) at the time such Guarantor ceases to be a Wholly Owned Restricted Subsidiary such Guarantor ceased to be a Wholly Owned Subsidiary as a result of a joint venture or other strategic transaction permitted hereunder; provided that the primary purpose of such transaction was not to evade the Guarantee required hereunder, (ii) the transaction by which such Guarantor ceases to be a Wholly Owned Restricted Subsidiary was consummated on an arm's-length basis with an unaffiliated third-party or (iii) after giving effect to the transaction, the Guarantor being released from its Guarantee Obligations is no longer a direct or indirect Restricted Subsidiary of the Parent Borrower;

(d) a Borrower (other than the Parent Borrower) ceases to be a Restricted Subsidiary, as a result of a transaction or designation permitted hereunder (as certified in writing delivered to the Administrative Agent by a Responsible Officer of the Parent Borrower), upon written request of the Parent Borrower, such Borrower shall cease to be a Borrower under this Agreement and any Liens granted by such Borrower shall be released; provided that the Parent Borrower shall have expressly assumed all obligations of such Borrower under this Agreement.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11; provided that a failure to obtain such confirmation will not prevent any release otherwise permitted. In each case as specified in this Section 9.11, the Administrative Agent will promptly (and each Lender irrevocably authorizes and directs the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11. Prior to releasing or subordinating its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty or any Borrower as a Borrower pursuant to this Section 9.11, the Administrative Agent and/or the Collateral Agent shall be entitled to receive a certificate of a Responsible Officer of the Parent Borrower stating that such actions are permitted under this Agreement. Neither the Administrative Agent nor the Collateral Agent shall be liable for any such release undertaken in reliance upon any such certificate of a Responsible Officer of the Parent Borrower.

The Collateral Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Loan Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 9.11 or in any of the Collateral Documents.

(l) Other Agents; Arrangers and Managers. None of the Lenders, the Agents, the Lead Arrangers or other Persons identified on the facing page or signature pages of this Agreement as a "joint lead arranger and bookrunner", "co-arranger", "global coordinator", "co-syndication agent" or "co-documentation agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any

Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

(m) Appointment of Supplemental Administrative Agents.

(i) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a "Supplemental Administrative Agent" and, collectively, as "Supplemental Administrative Agents").

(ii) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article IX and of Section 10.04 and Section 10.05 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(iii) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrowers shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

(n) Withholding Tax. To the extent required by any applicable Law, the Administrative Agent may deduct or withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, and shall make payable in respect thereof within ten (10) days after demand therefore including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan

Document or from any other sources against any amount due the Administrative Agent under this Section 9.14. The agreements in this Section 9.14 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other obligations. For the avoidance of doubt, (1) the term "Lender" shall, for purposes of this Section 9.14, include any L/C Issuer and any Swing Line Lender and "applicable Law" includes FATCA and (2) this Section 9.14 shall not limit or expand the obligations of the Borrowers or any Guarantor under Section 3.01 or any other provision of this Agreement.

(o) Cash Management Obligations; Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guarantee or other Collateral Document, no Cash Management Bank or Hedge Bank that obtains the benefits of Section 8.04, any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or other Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or an Agent and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Cash Management Obligations or Obligations arising under Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Cash Management Bank or Hedge Bank.

(p) Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender or any L/C Issuer (the "Lender Recipient Party"), whether or not in respect of an Obligation due and owing by the Borrowers at such time, which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrowers have not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrowers (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment, then in any such event, each Lender Recipient Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Lender Recipient Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. Each Lender Recipient Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Lender Recipient Party promptly upon determining that any payment made to such Lender Recipient Party comprised, in whole or in part, a Rescindable Amount. For the avoidance of doubt, no Loan Party nor any of their respective Affiliates shall have any obligations or liabilities directly or indirectly arising out of this Section 9.16 in respect of any Rescindable Amount.

Miscellaneous

(a) Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrowers or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrowers or the applicable Loan Party, as the case may be, acknowledged by the Administrative Agent (not to be unreasonably withheld or delayed) and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.07 or Section 2.08, fees or other amounts without the written consent of each Lender directly and adversely affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Term Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby, it being understood that any change to the definition of "First Lien Leverage Ratio", "Secured Leverage Ratio" or "Total Leverage Ratio" or in the component definitions thereof shall not constitute a reduction in the rate of interest or fees; provided that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(d) change any provision of this Section 10.01 or change any provision of Section 2.13 or Section 8.04 that would alter the pro rata sharing of payments without the written consent of each Lender directly and adversely affected thereby;

(e) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (e) to the extent such transaction does not result in the release of all or substantially all of the Collateral;

(f) release all or substantially all of the value of the Guarantees in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (f) to the extent such transaction does not result in the release of all or substantially all of the Guarantees;

(g) change the definition of "Required Lenders" or "Required Revolving Credit Lenders" or "Required Pro Rata Lenders" without the written consent of each Lender; or

(h) (i) contractually subordinate any Obligations in right of payment to any other Indebtedness of the Borrowers and/or Guarantors or (ii) contractually subordinate the Liens securing the Obligations on all or substantially all of the Collateral to Liens on all or substantially all of the Collateral securing other Indebtedness, without the written consent of each Lender directly and adversely affected thereby (it being understood that this clause (h) shall not (A) override the permission for (x) Liens expressly permitted by Section 7.01 as in effect on the Acquisition Closing Date or (y) Indebtedness expressly permitted by Section 7.03 as in effect on the Acquisition Closing Date, (B) restrict an amendment to increase the maximum permitted amount of Indebtedness (x) incurred under Section 7.03(f) and (y) secured by liens under Section 7.01(i) as in effect on the Acquisition Closing Date or (C) apply to the incurrence of debtor-in-possession financing (or similar financing arrangements in insolvency proceedings in non-U.S. jurisdictions) approved by the applicable bankruptcy court);

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by each L/C Issuer in addition to the Lenders required above, change any provision of Section 1.10 or affect

the rights or duties of an L/C Issuer under this Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document; (iv) Section 10.07(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; (v) (A) any amendment or waiver that by its terms affects the rights or duties of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders and (B) in determining whether the requisite percentage of Lenders have consented to any amendment, modification, waiver or other action, any Defaulting Lenders shall be deemed to have voted in the same proportion as those Lenders who are not Defaulting Lenders, except with respect to (x) any amendment, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender and (y) any amendment, waiver or other action that by its terms adversely affects any Defaulting Lender in its capacity as a Lender in a manner that differs in any material respect from other affected Lenders, in which case the consent of such Defaulting Lender, as applicable, shall be required, (vi) solely with the consent of the Required Pro Rata Lenders (but without the consent of the Required Lenders or any other Lender), any such agreement may waive, amend or modify Section 7.11 (or the definition of "First Lien Leverage Ratio" or any component definition thereof, in each case, as any such definition is used solely for purposes of Section 7.11), or waive or amend any provision of Section 8.05 as it relates to Cure Rights or waive or amend any Default or Event of Default arising by virtue of the failure to comply with the Financial Covenant, and/or (vii) solely with the consent of the Required Revolving Credit Lenders (but without the consent of the Required Lenders or any other Lender), any such agreement may waive, amend or modify any condition precedent set forth in Section 4.02 hereof as it pertains to any Revolving Credit Loan (it being understood that this clause (vii) shall not require Required Revolving Credit Lender approval in connection with any amendment, consent or waiver of a Default or Event of Default hereunder, in which case, only the approval of the Required Lenders shall be required in respect of such consent, amendment or waiver). Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, and the Borrowers and the Administrative Agent (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans, the Revolving Credit Loans, the Incremental Term Loans, if any, and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and, if applicable, the Required Revolving Credit Lenders.

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrowers without the need to obtain the consent of any Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to add parallel debt provisions, (iii) to cure ambiguities, omissions, mistakes or defects or (iv) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents. Furthermore, with the consent of the Administrative Agent at the request of the

Parent Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended to cure ambiguities, inconsistencies, omissions, mistakes or defects (which determination by the Parent Borrower and the Administrative Agent shall be conclusive).

Notwithstanding anything in this Section 10.01 to the contrary, (a) technical and conforming modifications to the Loan Documents may be made with the consent of the Borrowers and the Administrative Agent to the extent necessary (i) to integrate any Incremental Facilities, Refinancing Revolving Commitments, Refinancing Term Loans, Extended Term Loans or Extended Revolving Credit Commitments, (ii) to integrate or make administrative modifications with respect to borrowings and issuances of Letters of Credit, (iii) to integrate and terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in accordance with Section 2.14(d) and (iv) to make any amendments permitted by Section 1.03 and to give effect to any election to adopt IFRS and (b) without the consent of any Lender or L/C Issuer, the Loan Parties and the Administrative Agent or any collateral agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or as required by local law to give effect to, or protect any security interest for benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any Acceptable Intercreditor Agreement pursuant to the terms thereof, in each case with the holders of Indebtedness permitted by this Agreement to be secured by the Collateral. Without limitation of the foregoing, the Borrowers may, without the consent of any Lenders, upon delivery to the Administrative Agent (i) increase the interest rates (including any interest rate margins or interest rate floors), fees and other amounts payable to any Class or Classes of Lenders hereunder, (ii) increase, expand and/or extend the call protection provisions and any "most favored nation" provisions benefiting any Class or Classes of Lenders hereunder (including, for the avoidance of doubt, the provisions of Sections 2.05(a)(iv) and 2.14(b)(ii) hereof) and/or (iii) with the consent of the Administrative Agent, modify any other provision hereunder or under any other Loan Document in a manner, as determined by the Administrative Agent in its sole discretion, more favorable to the then-existing Lenders or Class or Classes of Lenders; provided that the Administrative Agent will have at least five Business Days (or such shorter period to which the Administrative Agent may consent in its reasonable discretion) after written notice from the Borrowers to provide such consent and may, in its sole discretion, provide written notice to the Lenders regarding any such proposed amendment.

(b) Notices and Other Communications; Facsimile Copies.

(i) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(1) if to any Borrower, the Administrative Agent, an L/C Issuer or the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(2) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such

party in a written notice to the Borrowers, the Administrative Agent, L/C Issuer and the Swing Line Lender.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 10.02(b)), when delivered; provided that notices and other communications to the Administrative Agent, L/C Issuer and the Swing Line Lender pursuant to Article II shall not be effective until actually received by such Person during the person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(ii) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(iii) [Reserved].

(iv) Change of Address, Etc. Each of the Borrowers, the Administrative Agent, any L/C Issuer and the Swing Line Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrowers, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agents from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(v) Reliance by Agents and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Borrowers even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify each Agent-Related Person and each L/C Issuer and Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower in the absence of gross negligence or willful misconduct. All telephonic notices to the Administrative Agent may be

recorded by the Administrative Agent or the L/C Issuer, as applicable, and each of the parties hereto hereby consents to such recording.

(vi) Notice to other Loan Parties. The Borrowers agree that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Borrowers in accordance with the provisions of this Section 10.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

(vii) Communications. Each Loan Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication (unless otherwise approved in writing by the Administrative Agent) that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides a notice of intent to exercise a Cure Right, (iv) provides notice of any Default under this Agreement or (v) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder (all such non excluded communications, collectively, the "Specified Communications"), by transmitting the Specified Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to the Borrowers from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Specified Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall reasonably request. Nothing in this Section 10.02 shall prejudice the right of the Agents, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

(c) No Waiver; Cumulative Remedies. No failure by any Lender, the L/C Issuer or the Administrative Agent or Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(d) Attorney Costs and Expenses. The Borrowers agree (a) if the Acquisition Closing Date occurs, to pay or reimburse the Administrative Agent and the Lead Arrangers for all reasonable and documented or invoiced out-of-pocket costs and expenses associated with the syndication of the Loans and Commitments and the preparation, execution and delivery, administration, amendment, modification, waiver and/or enforcement of this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), including all Attorney Costs of Cahill Gordon & Reindel llp (and any other counsel retained with the Borrowers' consent (such consent not to be unreasonably withheld or delayed)) and one local and foreign counsel in each relevant jurisdiction, and (b) to pay or reimburse the Administrative Agent, the Lead Arrangers, the L/C Issuer and each Lender for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans, all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including all Attorney Costs of one counsel for all such Persons (and, in the case of an actual or perceived conflict of interest, where such Person affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Person)). The foregoing costs and expenses shall include all reasonable search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by any Agent. The agreements in this Section 10.04 shall survive the termination of

the Aggregate Commitments and repayment of all other Obligations. All amounts due under this Section 10.04 shall be paid within ten (10) Business Days of receipt by the Borrowers of an invoice relating thereto setting forth such expenses in reasonable detail. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent in its sole discretion.

(e) Indemnification by the Borrowers. Whether or not the transactions contemplated hereby are consummated, the Borrowers shall indemnify and hold harmless each Agent-Related Person, each Lender, each L/C Issuer, each Lead Arranger and their respective Affiliates and their and their Affiliates' respective partners, directors, officers, employees, counsel, agents, advisors, and other representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, damages, claims, and reasonable and documented or invoiced out-of-pocket fees and expenses (including reasonable Attorney Costs of one counsel for all Indemnitees and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee)) of any such Indemnitee arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnitee is a party thereto and whether or not such proceedings are brought by any Borrower, its equity holders, its Affiliates, creditors or any other third person) that relates to the Transaction, including the financing contemplated hereby, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), or (c) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, under or from any property currently or formerly owned, leased or operated by any Borrower, any other Loan Party or any of their respective Subsidiaries, or any Environmental Liability related in any way to any Borrower, any other Loan Party or any of their respective Subsidiaries, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) (all the foregoing, collectively, the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any of its controlled Affiliates or controlling Persons or any of the partners, officers, directors, employees, agents, advisors or members of any of the foregoing, in each case who are involved in or aware of the Transaction (as determined by a court of competent jurisdiction in a final and non-appealable decision), (y) a material breach of the Loan Documents by such Indemnitee or one of its Affiliates (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (z) disputes solely between and among such Indemnitees to the extent such disputes do not arise from any act or omission of the Borrowers or any of their Affiliates (other than with respect to a claim against an Indemnitee acting in its capacity as an Agent or Lead Arranger or similar role under the Loan Documents unless such claim arose from the gross negligence, bad faith or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision)). No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, nor shall any Indemnitee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Acquisition Closing Date); provided that the foregoing shall not limit any Loan Party's indemnification obligations hereunder. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, managers, partners, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All

amounts due under this Section 10.05 shall be paid within ten (10) Business Days after demand therefor; provided, however, if the Borrowers have reimbursed any Indemnitee for any legal or other expenses in connection with any Indemnified Liabilities and there is a final non-appealable judgment of a court of competent jurisdiction that the Indemnitee was not entitled to indemnification or contribution with respect to such Indemnified Liabilities pursuant to the express terms of this Section 10.05, then the Indemnitee shall promptly refund such expenses paid by the Borrowers to the Indemnitee. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes other than Taxes that represent liabilities, obligations, losses, damages, etc., with respect to a non-Tax claim.

(f) Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect.

(g) Successors and Assigns.

(i) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except as otherwise provided herein (including without limitation as permitted under Section 7.04), neither the Parent Borrower nor any of its Subsidiaries may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee, (ii) by way of participation in accordance with the provisions of Section 10.07(e), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(g) or (iv) to an SPC in accordance with the provisions of Section 10.07(h) (and any other attempted assignment or transfer by any party hereto (other than to any Disqualified Lender) shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 10.07(e) and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(ii) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees ("Assignees") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this Section 10.07(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrowers; provided that, (I) no consent of the Borrowers shall be required for an assignment (1) of any Term Loan to any other Lender, any Affiliate of a Lender or any Approved Fund or (2) if a Specified Event of Default has occurred and is continuing, to any Assignee~~,~~ and (II) the Borrowers shall be deemed to have consented to any such assignment of any Term Loan unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof ~~and (III) the Borrowers shall be deemed to have consented to any such assignment of any Revolving Credit Loan unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;~~;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to another Lender, an Affiliate of a Lender or an Approved Fund; and

(C) in the case of any assignment of any of the Revolving Credit Facility, each L/C Issuer and the Swing Line Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (in the case of the Revolving Credit Facility), $1,000,000 (in the case of a Term Loan) unless the Borrowers and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrowers shall be required if a Specified Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption;

(C) (1) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any documentation required by Section 3.01(f) and (2) the Assignee shall have delivered to the Administrative Agent all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer", and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(D) the Assignee shall not be a natural person or a Disqualified Lender (and such Assignee shall be required to represent that it is not a Disqualified Lender or an Affiliate of a Disqualified Lender that would constitute a Disqualified Lender but for the fact that it is not readily identifiable as such on the basis of its name); provided that whether a prospective assignee is a Disqualified Lender may be communicated to a Lender upon request but the list of Disqualified Lenders shall not be posted or otherwise distributed to the Lenders, prospective Lenders and prospective assignees; provided, further, that it is agreed that the Parent Borrower may withhold its consent to an assignment to any person that is known by it to be an affiliate of a Disqualified Lender (regardless of whether it is readily identifiable as an Affiliate by virtue of its name (other than, in the case of Disqualified Lenders under clause (ii) of the definition thereof, such Affiliates that are bona fide debt funds)).

(E) the Assignee shall not be a Defaulting Lender;

(F) [reserved];

(G) [reserved];

(H) in the case of an assignment to the Parent Borrower or any of its Subsidiaries: (1) no Revolving Credit Loans or Revolving Credit Commitments shall be assigned to the Parent

Borrower and its Subsidiaries; (2) any Loans and Commitments assigned to, or purchased by, the Parent Borrower or its Subsidiaries shall be canceled immediately upon such assignment; (3) the Parent Borrower and its Subsidiaries may not use proceeds of the Revolving Credit Facility to purchase Term Loans at a discount to par or for any other purchase or assignment of Loans permitted by this Section 10.07; and (4) the Parent Borrower and its Subsidiaries may not purchase any Loans or Commitments so long as any Event of Default has occurred and is continuing;

(I) [reserved];

(J) [reserved]; and

(K) Notwithstanding anything to the contrary contained herein, if any Loans or Commitments are assigned or participated (x) to a Disqualified Lenders or (y) without complying with the Parent Borrower consent or notice requirements of this Section 10.07, then: (I) the Parent Borrower may require such Person to assign its rights and obligations to one or more Eligible Assignees at a price equal to the lesser of (X) the current trading price of the Loans, (Y) par and (Z) the amount such Person paid to acquire such Loans or Commitments, in each case, without premium, penalty, prepayment fee or breakage (which assignment shall not be subject to any processing and recordation fee) and if such Person does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such assignment within three (3) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Person, then such Person shall be deemed to have executed and delivered such Assignment and Assumption without any action on its part, (II) no such Person shall receive any information or reporting provided by the Parent Borrower, the Administrative Agent or any Lender, (III) for purposes of voting, any Loans or Commitments held by such person shall be deemed not to be outstanding, and such person shall have no voting or consent rights with respect to "Required Lenders" or Class votes or consents, (IV) for purposes of any matter requiring the vote or consent of each Lender affected by any amendment or waiver, such Person shall be deemed to have voted or consented to approve such amendment or waiver if a majority of the affected Class (giving effect to clause (III) above) so approves, and (V) such Person shall not be entitled to any expense reimbursement or indemnification rights under any Loan Documents (including Sections 10.04 and 10.05) and the Parent Borrower expressly reserves all rights against such person under contract, tort or any other theory and shall be treated in all other respects as a Defaulting Lender; it being understood and agreed that the foregoing provisions shall not apply to any assignee of a Disqualified Lender that becomes a Lender so long as such assignee is not a Disqualified Lender or an Affiliate thereof.

This paragraph (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(iii) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d) and receipt by the Administrative Agent from the parties to each assignment of a processing and recordation fee of $3,500 (provided that (x) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (y) such processing and recordation fee shall not be payable in the case of assignments by any Affiliate of the Lead Arrangers), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment

and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, 3.04, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Note (if any), the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause (c) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.07(e). For greater certainty, any assignment by a Lender pursuant to this Section 10.07 shall not in any way constitute or be deemed to constitute a novation, discharge, recession, extinguishment or substitution of the existing Indebtedness and any Indebtedness so assigned shall continue to be the same obligation and not a new obligations.

(iv) The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related interest amounts) of the Loans, L/C Obligations (specifying the Unreimbursed Amounts), L/C Borrowings and amounts due under Section 2.04, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent demonstrable error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection (including, without limitation, electronically) by the Borrowers, any Agent and any Lender (with respect to its own interests only), at any reasonable time and from time to time upon reasonable prior notice.

(v) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person or, so long as whether a prospective participant is a Disqualified Lender may be communicated to a Lender upon request, a Disqualified Lender) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 10.01(a), (b), (c), (d), (e) or (f) that directly affects such Participant. Subject to Section 10.07(f), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.03 and 3.04 (through the applicable Lender), subject to the requirements and limitations of such Sections (including Section 3.01(f)) and Sections 3.05 and 3.06, to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b) (provided that any documentation required to be provided under Section 3.01(f) shall be provided solely to the participating Lender). To the extent permitted by applicable Law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided that such Participant shall be subject to Section 2.13 as though it were a Lender. Any Lender that sells participations shall maintain a register on which it enters the name and the address of each Participant and the principal amounts and related interest amounts of each Participant's participation interest in the Commitments and/or Loans (or other rights or obligations) held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent demonstrable error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation interest as the owner thereof for all purposes notwithstanding any notice to the contrary. In maintaining the Participant Register, such Lender shall be acting as the non-fiduciary agent of the Borrowers solely for this purpose and undertakes no duty, responsibility or obligation to the Borrowers (without limitation, in no event shall such Lender be a fiduciary of the Borrowers for any purpose). No Lender shall have any obligation to disclose all or any portion of a

Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103(c) of the United States Treasury Regulations or, if different, under Sections 871(h) or 881(c) of the Code.

(vi) A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent and such consent explicitly acknowledges such participant's right to receive greater payment or except to the extent such entitlement to a greater payment results from a Change in Law after such Participant became a Participant.

(vii) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(viii) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefit of Sections 3.01, 3.03, and 3.04 subject to the requirements and limitations of such Sections (including Section 3.01(e) and (f) and Sections 3.05 and 3.06), to the same extent as if such SPC were a Lender, but neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 3.01, 3.03 or 3.04) except to the extent any entitlement to greater amounts results from a Change in Law after the grant to the SPC occurred, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrowers and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee Obligation or credit or liquidity enhancement to such SPC.

(ix) Notwithstanding anything to the contrary contained herein, (1) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it and (2) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(x) Notwithstanding anything to the contrary contained herein, any L/C Issuer or the Swing Line Lender may, upon thirty (30) days' notice to the Borrowers and the Lenders, resign as an L/

C Issuer or the Swing Line Lender, respectively; provided that on or prior to the expiration of such 30-day period with respect to such resignation, the relevant L/C Issuer or the Swing Line Lender shall have identified, in consultation with the Borrowers, a successor L/C Issuer or Swing Line Lender willing to accept its appointment as successor L/C Issuer or Swing Line Lender, as applicable. In the event of any such resignation of an L/C Issuer or the Swing Line Lender, the Borrowers shall be entitled to appoint from among the Lenders willing to accept such appointment a successor L/C Issuer or Swing Line Lender hereunder; provided that no failure by the Borrowers to appoint any such successor shall affect the resignation of the relevant L/C Issuer or the Swing Line Lender, as the case may be. If an L/C Issuer resigns as an L/C Issuer, it shall retain all the rights and obligations of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If the Swing Line Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c).

(xi) Notwithstanding anything to the contrary in any Loan Document, on or prior to the expiry of the Certain Funds Period: (i) any assignment, transfer, sub-participation or other syndication by a Lender of all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) shall require the prior written consent of the Parent Borrower (in its sole discretion) unless such assignment, transfer, subparticipation or other syndication is by an existing Lender to its Affiliate provided such person is of at least equivalent creditworthiness to such existing Lender making such assignment, transfer or sub-participation and (solely in relation to Revolving Credit Commitments), is a deposit taking financial institution which is authorized by a financial services regulator and (ii) if any Lender as at the date of this Agreement (an "Existing Lender") assigns, transfers, subparticipates or syndicates its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) to an Eligible Assignee, the Existing Lender shall remain on risk and liable to fund any amount which any Eligible Assignee (or subsequent Eligible Assignee) is obliged to fund during the Certain Funds Period but has failed to fund on that date, as if such transfer never occurred.

(xii) No Agent-Related Person shall be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause, no Agent-Related Person shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender.

(h) Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information and to not use or disclose such information, except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' partners, directors, officers, employees, trustees, investment advisors, insurers, re-insurers, insurer brokers, professionals and other experts or agents, including accountants, legal counsel, independent auditors and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent requested by any Governmental Authority, to any pledgee referred to in Section 10.07(g); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Agreement; (e) subject to an agreement containing provisions substantially the same as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrowers), to any pledgee referred to in Section 10.07(i), counterparty to a Swap Contract ~~or~~, an insurance transaction, Permitted Receivables Financing, Forward Flow Financing or any Non-Recourse Indebtedness or other transaction under which payments are to be made by reference to the Borrowers and its Obligations, this Agreement or payments hereunder, Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; (f) with the written consent of the Borrowers; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08; (h) to any Governmental Authority or examiner regulating any Lender; (i) to any rating agency

when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender); (j) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (k) to the extent that such Information is received by such Lender, Agents or any of its Affiliates or Agent-Related Persons from a third party that is not, to such Lender's knowledge, subject to any contractual or fiduciary confidentiality obligations owing to the Borrowers or any of their Affiliates; (l) to the extent that such Information is independently developed by such Lender or any of its Affiliates, (m) to the extent consisting of customary disclosure regarding portfolio holdings in any public filing by such Lender or (n) upon the request or demand of any Governmental Authority or other regulatory authority having jurisdiction over the Agent or Lenders, as applicable, (in which case the Agent or Lenders, as applicable, agree (except with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority and any disclosures required in the ordinary course by Law or regulation), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Borrowers promptly thereof prior to disclosure). In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Credit Extensions. For the purposes of this Section 10.08, "Information" means all information received from any Loan Party or its Affiliates or its Affiliates' directors, managers, officers, employees, trustees, investment advisors or agents, relating to the Borrowers or any of their Subsidiaries or their business, other than any such information that is available to any Agent or any Lender on a nonconfidential basis and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof.

For the avoidance of doubt, nothing in this Section 10.08 shall prohibit any person from voluntarily disclosing or providing any information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority"), in each case without any notification to any person, to the extent that any such prohibition on disclosure set forth in this confidentiality provision shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

(i) Setoff. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Agent and its Affiliates, each Lender and its Affiliates and each L/C Issuer and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrowers or any other Loan Party, any such notice being waived by the Borrowers (on their own behalf and on behalf of each Loan Party and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness (in any currency) at any time owing by, such Agent and its Affiliates, such Lender and its Affiliates or such L/C Issuer and its Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations owing to such Agent and its Affiliates, such Lender and its Affiliates or such L/C Issuer and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent, such Lender, such L/C Issuer or such Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Notwithstanding anything to the contrary contained herein, none of each Agent and its Affiliates, each Lender and its Affiliates and each L/C Issuer and its Affiliates shall have a right to set off and apply any deposits held or other Indebtedness owing by such Agent or its Affiliates, such Lender or its Affiliates or such L/C Issuer or its Affiliates, as the case may be, to or for the credit or the account of any Subsidiary of a Loan Party that is a Foreign Subsidiary or a Domestic Foreign Holding Company. Each Lender and L/C Issuer agrees promptly to notify the Borrowers and the Administrative Agent after any such set off and application made by such Lender or L/C Issuer, as the case may be; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Agent, each Lender and each L/C Issuer under this Section 10.09 are in

addition to other rights and remedies (including other rights of setoff) that such Agent, such Lender and such L/C Issuer may have.

(j) Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Agents may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

(k) Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Agents or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

(l) Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. The provisions of Sections 10.14 and 10.15 shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

(m) Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(n) GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS.

(i) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN).

(ii) EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE (PROVIDED THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWERS, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWERS, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION (I) FOR PURPOSES OF ENFORCING A JUDGMENT, (II) IN CONNECTION WITH EXERCISING REMEDIES AGAINST THE COLLATERAL IN A JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED, (III) IN CONNECTION WITH ANY PENDING BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING IN SUCH JURISDICTION OR (IV) TO THE EXTENT THE COURTS REFERRED TO IN THE PREVIOUS PARAGRAPH DO NOT HAVE JURISDICTION OVER SUCH LEGAL ACTION OR PROCEEDING OR THE PARTIES OR PROPERTY SUBJECT THERETO.

(o) WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(p) Binding Effect. This Agreement shall become effective when it shall have been executed by each of the Borrowers and the Administrative Agent shall have been notified by each Lender, Swing Line Lender and L/C Issuer that each such Lender, Swing Line Lender and L/C Issuer has executed it and thereafter shall be binding upon and inure to the benefit of the Borrowers, each Agent, the L/C Issuer, the Swing Line Lender and each Lender and their respective successors and assigns, except that the Borrowers shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

(q) Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrowers in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrowers in the Agreement Currency, the Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under applicable Law).

(r) Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents or the Secured Hedge Agreements (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the

Administrative Agent. The provisions of this Section 10.18 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

(s) Know-Your-Customer, Etc.. Each Lender shall, promptly following a request by the Administrative Agent, provide all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(t) USA PATRIOT Act. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act and the requirements of the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name, address and tax identification number of such Loan Party and other information regarding such Loan Party that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the USA Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the USA Patriot Act and the requirements of the Beneficial Ownership Regulation and is effective as to the Lenders and the Administrative Agent.

(u) Intercreditor Agreements.

(i) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (i) the Liens granted to the Collateral Agent in favor of the Secured Parties pursuant to the Loan Documents and the exercise of any right related to any Collateral shall be subject, in each case, to the terms of any Acceptable Intercreditor Agreement then in effect, (ii) in the event of any conflict between the express terms and provisions of this Agreement or any other Loan Document, on the one hand, and an Acceptable Intercreditor Agreement, on the other hand, the terms and provisions of any such Acceptable Intercreditor Agreement, shall control, and (iii) each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Administrative Agent and Collateral Agent to execute any Acceptable Intercreditor Agreement from time to time on behalf of such Lender, and such Lender agrees to be bound by the terms thereof.

(b) Each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Collateral Agent, as Collateral Agent and on behalf of such Lender or other Secured Party, to enter into one or more Acceptable Intercreditor Agreements from time to time and agrees that it will be bound by and will take no actions contrary to the provisions thereof.

(v) Obligations Absolute. To the fullest extent permitted by applicable Law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

(w) No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrowers acknowledge and agree, and acknowledge their Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lead Arrangers are arm's-length commercial transactions between the Borrowers and their respective Affiliates, on the one hand, and the Administrative Agent and the Lead Arrangers, on the other hand, (B) each of the Borrowers has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Borrowers is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Lender and each Lead Arrangers each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent, nor any Lender or Lead Arrangers has any obligation to the Borrowers or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, each Lender and each Lead Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their respective Affiliates, and neither the Administrative Agent nor any Lead Arranger has any obligation to disclose any of such interests to the Borrowers or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrowers hereby waives and releases any claims that it may have against the Administrative Agent, each Lender and each Lead Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

(x) Electronic Execution of Assignments and Certain Other Documents.

This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties and each of the Administrative Agent, the L/C Issuer, the Swing Line Lender, and each Lender (collectively, each a "Credit Party") agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Credit Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent, the L/C Issuer nor Swing Line Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent, the L/C Issuer and/or Swing Line Lender has agreed to accept such Electronic Signature, the Administrative Agent and each of the Credit Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/

or any Credit Party without further verification and regardless of the appearance or form of such Electronic Signature, and (b) upon the request of the Administrative Agent or any Credit Party, any Communication executed using an Electronic Signature shall be promptly followed by a manually executed counterpart.

Neither the Administrative Agent, the L/C Issuer nor Swing Line Lender shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's, the L/C Issuer's or Swing Line Lender's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent, the L/C Issuer and Swing Line Lender shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Each of the Loan Parties and each Credit Party hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document based solely on the lack of paper original copies of this Agreement or such other Loan Document, and (ii) any claim against the Administrative Agent, each Credit Party and each Related Party for any liabilities arising solely from the Administrative Agent's and/or any Credit Party's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

(y) Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(i) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(1) the effects of any Bail-in Action on any such liability, including, if applicable:

(2) a reduction in full or in part or cancellation of any such liability;

(3) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(ii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

(z) Lender Representation.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for

the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable, and the conditions of such exemption have been satisfied, with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Parent Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

(aa) Acknowledgement Regarding any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedge Agreement or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any

Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(i) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(ii) As used in this Section 10.27, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[Signature Pages Intentionally Omitted]

Conformed through First Amendment dated as of July 19, 2024;
Omnibus Amendment dated as of August 23, 2024;
Second Omnibus Amendment dated as of October 11, 2024; and
Third Omnibus Amendment dated as of March 16, 2026
EXHIBIT 10.37

MASTER RECEIVABLES PURCHASE AGREEMENT

among

SOUND POINT CAPITAL MANAGEMENT, LP,
as Purchaser Agent,

SP MAIN STREET FUNDING I LLC

as Initial Purchaser
THE ADDITIONAL PURCHASERS TIME TO TIME PARTY HERETO,

and

ML PLUS LLC,
as Seller

dated as of June 30, 2024

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MASTER RECEIVABLES PURCHASE AGREEMENT

This Master Receivables Purchase Agreement (this "**Agreement**") is made and entered into as of June 30, 2024, by and among Sound Point Capital Management, LP, a Delaware limited partnership, as purchaser agent (the "**Purchaser Agent**"), SP Main Street Funding I LLC, a Delaware limited liability company (the "**Initial Purchaser**"), each additional Purchaser that may from time to time become party hereto by execution of the attached joinder supplement substantially in the form of **Exhibit D** (each, an "**Additional Purchaser**" and, together with the Initial Purchaser, each individually, a "**Purchaser**" and collectively, the "**Purchasers**") and ML Plus LLC, a Delaware limited liability company, as seller (the "**Seller**").

WITNESSETH:

WHEREAS, the Purchasers desire to acquire certain Assets (as defined below) from the Seller from time to time, and the Seller desires to sell such Assets to the Purchasers from time to time, in each case in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Purchasers desire to appoint the Purchaser Agent to act on its or their behalf, in each case in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

Section 1. Definitions.

"**3-Month Average Unpaid Rate (30 Days)**" means, as of any Measurement Date, the average Unpaid Rate (30 Days) for the Monthly Vintage Pool ending on the last day of the month that is two (2) calendar months prior to such Measurement Date and the two immediately preceding Monthly Vintage Pools.

"**3-Month Average Unpaid Rate (60 Days)**" means, as of any Measurement Date, the average Unpaid Rate (60 Days) for the Monthly Vintage Pool ending on the last day of the month that is three (3) calendar months prior to such Measurement Date and the two immediately preceding Monthly Vintage Pools.

"**Account Bank**" means (i) as of the Third Omnibus Amendment Effective Date, Silicon Valley Bank, a division of First Citizens Bank and its successors and assigns and (ii) thereafter, any successor Account Bank that is a Qualified Institution as may be designated by the Seller to the Purchaser Agent upon not less than five (5) Business Days' prior written notice in accordance with Section 13(i).

"**Additional Purchaser**" has the meaning set forth in the preamble to this Agreement.

"**Advance Collections**" means, with respect to any Receivable, all Collections thereon classified as a repayment of the Instacash Advance Amount of such Receivable.

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all exhibits, annexes and schedules attached hereto, and any addenda, supplements or amendments hereto.

"**Applicable Law**" shall mean any and all federal, state, local and/or applicable foreign statutes, ordinances, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any and every conceivable type applicable to the Receivables, Seller or Servicer.

"**Asset**" means a Receivable and Related Rights (including, without limitation, the MoneyLion Instacash Terms and Conditions and all rights of the Seller thereunder), together with any other property and any other rights related thereto.

"**Backup Servicer**" means Vervent Inc. or such other Person mutually selected by the Servicer and the Purchaser Agent.

"**Backup Servicing Agreement**" means the Backup Servicing Agreement (however styled) to be entered into by and among the Backup Servicer, the Servicer and the Purchaser Agent after the Closing Date, as amended, supplemented or otherwise modified from time to time.

"**Bankruptcy Code**" means The Bankruptcy Reform Act of 1978, as amended from time to time, and as codified as 11 U.S.C. Section 101 et seq.

"**Borrower Account**" has the meaning set forth in the Servicing Agreement.

"**Business Day**" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in New York are authorized or required by law or other governmental action to close.

"**Calculation Tenor**" means, for each Monthly Vintage Pool, a period of 30, 60, 90, 180, 270 or 360 days, as applicable, in each case beginning on the latest Instacash Repayment Date for any Receivable contained in such Monthly Vintage Pool; provided, that, for purposes of calculating the Purchase Price, so long as the Receivables contained in any Monthly Vintage Pool with the related Instacash Repayment Date greater than 30 days following the related Instacash Disbursement Date (such Receivables, the "**30 Day Plus Due Date Receivables**") represent less than or equal to 1% of all Receivables included in such Monthly Vintage Pool, the Instacash Repayment Date for the 30 Day Plus Due Date Receivables shall be deemed to be 30 days following the related Instacash Disbursement Date.

"**Change of Control**" means, at any time, any of the following events shall occur:

(a) with respect to the Servicer, Parent shall cease to Beneficially Own and control 100% on a fully diluted basis of the economic and voting interest in the Stock of the Servicer;

(b) with respect to the Seller, the Servicer shall cease to Beneficially Own and control 100% on a fully diluted basis of the economic and voting interest in the Stock of Seller;

(c) with respect to the Parent, any Unrelated Person or any Unrelated Persons, acting together, that would constitute a Group together with any Affiliates or Related Persons thereof (in each case also constituting Unrelated Persons) shall at any time Beneficially Own more than 50% of the aggregate voting power of all classes of Voting Stock of the Parent; or

(d) the Seller merges or consolidates with any other Person and after giving effect to such merger or consolidation, the Seller is not the surviving entity, or the Seller sells all or substantially all of its assets to any Person.

As used herein, (a) "Beneficially Own" shall mean "beneficially own" as defined in Rule 13d-3 of the Exchange Act, or any successor provision thereto; provided, however, that, for purposes of this definition, a Person shall not be deemed to Beneficially Own securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates until such tendered securities are accepted for purchase or exchange; (b) "Group" shall mean a "group" for purposes of Section 13(d) of the Exchange Act; (c) "Unrelated Person" shall mean at any time any Person other than the Seller or any of its Subsidiaries and other than any trust for any employee benefit plan of the Seller or any of its Subsidiaries; (d) "Related Person" shall mean any other Person owning (1) 5% or more of the outstanding common stock of such Person, or (2) 5% or more of the Voting Stock of such Person; and (e) "Voting Stock" of any Person shall mean the capital stock or other indicia of equity rights of such Person which at the time has the power to vote for the election of one or more members of the Board of Directors (or other governing body) of such Person.

"**Closing Date**" means June 30, 2024.

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

"**Concentration Limitations**" means the criteria set forth on Annex A.

"**Collection Account**" means (i) as of the Third Omnibus Amendment Effective Date, the deposit account held at the Account Bank in the name of the Servicer on behalf of the Purchasers with account number ended 2168, and (ii) thereafter, any successor Collection Account at an Account Bank as may be designated by the Seller to the Purchaser Agent upon not less than five (5) Business Days' prior written notice in accordance with Section 13(i).

"**Collections**" means, with respect to a Purchased Receivable, all payments made by or on behalf of the MoneyLion Accountholders in respect of any Purchased Receivable and the Related Rights, and any proceeds thereof, whether in the form of cash, checks, wire transfers,

electronic transfers or any other form of cash payment. For the avoidance of doubt, any ACH return fees or debit card chargebacks in respect of any Purchased Receivable and the Related Rights shall not constitute Collections.

"**Commitment**" means, with respect to each Purchaser, the aggregate maximum Purchase Price amount such Purchaser is obligated to pay (without utilizing any Recycled Collection) and keep outstanding hereunder on account of all Purchases as set forth opposite such Purchaser's name on Schedule I attached to this Agreement, as such amount may be modified in accordance with the terms hereof.

"**Competitor**" means any company or business that operates in any line of business, or offers any product or service offering, of the type performed or offered by Parent in the consumer finance or embedded finance marketplace industries and listed on Schedule VI hereto, as the same may be amended by notice from the Seller to the Purchaser Agent from time to time.

"**Compliance Certificate**" means the form of Compliance Certificate attached hereto as Exhibit F, executed by an authorized signatory of the Seller and delivered in accordance with Section 9(c).

"**Confirmation**" means an electronic notification from the Seller to a Purchaser, in a form substantially similar to the form attached as **Exhibit A**, notifying such Purchaser of the intended sale of certain Receivables on a specified Purchase Date.

"**Controlled Group**" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with the Seller or any Subsidiary of the Seller (or (x) in the case of the Purchaser Agent, together the Purchaser Agent or any Subsidiary of the Purchaser Agent and (y) in the case of a Purchaser, together such Purchaser or any Subsidiary of such Purchaser), are treated as a single employer under Section 414 of the Code or Section 4001(b) of ERISA.

"**Debt**" of any Person means, without duplication: (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business); (c) the face amount of all letters of credit issued for the account of such Person and without duplication, all drafts drawn thereunder and all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments issued by such Person; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by such Person; (f) all obligations in respect of any lease of, or other arrangement conveying the right to use, any property by such Person as lessee that has been or should be accounted for as a capital lease on a balance sheet of such person prepared in accordance with GAAP; (g) the principal balance outstanding under any synthetic lease, off-balance sheet loan or similar off balance sheet financing product; (h) all obligations, whether or not contingent, to purchase,

redeem, retire, defease or otherwise acquire for value any shares of capital stock, equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other profit interests in or equivalents of any Person (other than an individual), or any securities convertible into or exchangeable for any of the foregoing or warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing; (i) all indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any lien or security interest upon or in property (including accounts and contracts rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness; and (j) all contingent obligations, including, without limitation, liabilities under any guarantees.

"**Debtor Relief Laws**" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Defective Receivable**" has the meaning set forth in Section 7.

"**Dollars**" and the sign "**$**" mean the lawful money of the United States.

"**Eligibility Criteria**" means the criteria specified in Annex A hereto, subject to any changes agreed to in writing by the Purchaser Agent and the Seller after the date hereof.

"**Eligibility Guidelines**" means the Eligibility Guidelines of the Servicer for Instacash in effect on the Closing Date, a copy of which is attached hereto as Exhibit E, as amended, supplemented or otherwise modified from time to time in accordance with the terms of Section 9(e).

"**Eligible MoneyLion Accountholder**" means, with respect to any Receivable, a MoneyLion Accountholder that (a) is a natural person at least eighteen (18) years of age and (b) is not an employee, or affiliated with any employee of, the Servicer or any of its respective Affiliates.

"**Eligible Receivable"** means a Receivable with respect to which the Eligibility Criteria are satisfied as of the applicable date of determination.

"**Eligible Receivables Schedule**" means the list of Eligible Receivables offered for sale to a Purchaser on any Purchase Date.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended to the date hereof and from time to time hereafter, and any successor statute as in effect from time to time. References to sections of ERISA also refer to any successor sections.

"**Excluded Amounts**" means with respect to Instacash, any voluntary tips paid by the applicable MoneyLion Accountholder and any fees charged and collected in connection

therewith including, without limitation, any Turbo Fees, wire transfer fees, payment processing fees and other similar fees and charges. For the avoidance of doubt, tips and fees are separate financial instruments and not part of the sale transaction contemplated by this Agreement.

"**Experiment Tier**" means an alternative eligibility flow for eligibility and rule testing (it being understood that the relevant MoneyLion Accountholder may transition from the Experiment Tier to other tiers based on certain actions (positive performance and/or addition of direct deposit)).

"**Facility Limit**" means $175,000,000 which amount may be increased by up to $75,000,000 pursuant to Section 16.

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantially comparable and not materially more onerous to comply with), any current or future United States Treasury Regulations promulgated thereunder or interpretations thereof, any applicable agreement entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreements, treaty or convention among Governmental Authorities and implementing such Sections of the Internal Revenue Code.

"**Funding Account**" means the deposit account designated by the Seller in writing to the Purchaser Agent into which the Seller has directed each Purchaser to deposit its pro rata portion of the applicable Purchase Price.

"**Group Outstanding Purchased Amount**" means, as of any date of determination, an amount equal to the aggregate Individual Outstanding Purchased Amount of all Purchasers as of such date.

"**GAAP**" means the generally accepted accounting principles in the United States as in effect from time to time.

"**Governmental Authority**" means the United States, any State, any political subdivision of a State and any court, governmental agency, authority, instrumentality or body of the United States or any State or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Immediate Family Members**" shall mean, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), the estates of such individual and such other individuals above and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"**Indemnified Party**" has the meaning set forth in Section 13(b).

"**Individual Outstanding Purchased Amount**" means, with respect to any Purchaser as of any date of determination, the aggregate amounts of Purchase Price paid by such Purchaser (including, for the avoidance of doubt, any portion of the Purchase Price paid utilizing the Recycled Collections) on or prior to such date on account of all Purchases *less* any Recycled Collections applied toward the Purchase Price as described in Section 4(c) and *less* all Advance Collections (other than Yield Collections) actually received by such Purchaser hereunder from time to time pursuant to clause 3. of Section 2(a)(i) of the Servicing Agreement; provided that at no time shall the Individual Outstanding Purchased Amount be less than $0.00.

"**Insolvency Event**" means, with respect to any Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises with respect to such Person or any substantial part of its assets or property in an involuntary case under any applicable Insolvency Law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its assets or property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of thirty (30) days, (b) the commencement by such Person of a voluntary case under any applicable Insolvency Law, (c) the consent by such Person to the entry of an order for relief in an involuntary case under any Insolvency Law, (d) the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its assets or property, (e) the making by such Person of any general assignment for the benefit of creditors, (f) the admission by such Person in a legal proceeding of the inability of such Person to pay its debts generally as they become due, (g) the inability by such Person generally to pay its debts as they become due, or (h) the taking of action by such Person in furtherance of any of the foregoing.

"**Insolvency Law**" means in respect of any Person, any bankruptcy, reorganization, moratorium, delinquency, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction in effect at any time during the term of this Agreement applicable to such Person.

"**Instacash**" means a transaction in which a MoneyLion Accountholder (i) receives an advance from the Seller; (ii) maintains a RoarMoney Account with the Seller or has linked an external eligible bank account; and (iii) has authorized the Seller to debit such RoarMoney Account or external eligible bank account and associated debit card, as applicable, for the amount of repayment on the scheduled repayment date, all in accordance with the MoneyLion Instacash Terms and Conditions.

"**Instacash Advance Amount**" means, with respect to each Instacash, the amount of cash that the MoneyLion Accountholder receives in the form of an advance from the Seller in accordance with the MoneyLion Instacash Terms and Conditions.

"**Instacash Application Time**" means, with respect to each Instacash, the time on which the related MoneyLion Accountholder applies for the related Instacash.

"**Instacash Disbursement Date**" means, with respect to each Instacash, the date on which the Seller disburses such Instacash.

"**Instacash Repayment Amount**" means, with respect to each Instacash, the total dollar amount expected to be received from the applicable MoneyLion Accountholder in connection with such Instacash, including, without limitation, repayment of the Instacash Advance Amount and Excluded Amounts made in connection with such Instacash.

"**Instacash Repayment Date**" means, with respect to each Instacash, the date on which the MoneyLion Accountholder is expected to remit the Instacash Repayment Amount. It is understood and agreed that other than Qualified Deferrals as such term is defined in the Servicing Agreement, the Seller may not permit MoneyLion Accountholders to defer their respective Instacash Repayment Dates without the Purchaser Agent's consent.

"**Joinder Agreement**" means a Joinder Agreement in substantially the form of **Exhibit D** hereto.

"**Lien**" means, with respect to any property or asset of any Person, any mortgage, lien, pledge, charge or other security interest or encumbrance of any kind in respect of such property or asset.

"**Lite Tier**" means an eligibility classification applied to a MoneyLion Accountholder without a RoarMoney Account.

"**Material Adverse Effect**" means, with respect to any event or circumstance and any Person, a material adverse effect on: (i) the business or financial condition of such Person and its consolidated Subsidiaries, if any, taken as a whole; (ii) the ability of such Person to perform its material obligations under the Transaction Documents; or (iii) the validity or enforceability of any Transaction Document to which such Person is a party.

"**Material Underperformance Event**" means the occurrence of any of the following:

(a) For each Monthly Vintage Pool, as of any Measurement Date, (i) the aggregate Instacash Advance Amount that has been deferred of all MoneyLion Accountholders who have deferred their Instacash Repayment Date more than once on any particular Instacash Advance Amount divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, exceeds 10%; or

(b) For each Monthly Vintage Pool, as of any Measurement Date, (i) the aggregate Instacash Advance Amount that has been deferred of all MoneyLion Accountholders who have deferred their Instacash Repayment Date for the first time divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, exceeds 3%.

"**Measurement Date**" means the last day of each calendar month, commencing with July 31, 2024.

"**MoneyLion Instacash Terms and Conditions**" means "MoneyLion Instacash Terms and Conditions" posted on the website https://www.moneylion.com/terms-and-conditions/ or another subdomain of such website and agreed to by a MoneyLion Accountholder.

"**MoneyLion Accountholder**" means a Person who created and maintains an account with the Seller in accordance with the MoneyLion Instacash Terms and Conditions.

"**Monthly Period**" means the period from and including the first day of a calendar month to and including the last day of such calendar month, provided, however, that the first Monthly Period hereunder will commence on the Closing Date and end on the last day of the calendar month in which the Closing Date occurs.

"**Monthly Vintage Pool**" means each pool of Receivables advanced by the Seller and sold to the Purchasers here under (and not repurchased pursuant to the terms hereof) whose Instacash Disbursement Date occurs during the same calendar month.

"**Moody's**" means Moody's Investors Service, Inc., together with its successors.

"**Multiemployer Pension Plan**" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Seller or any other member of the Controlled Group contributes or has any liability, whether direct or indirect or absolute or contingent.

"**Optional Repurchased Receivable**" means any Receivable repurchased by the Seller, solely at the Seller's option, pursuant to Section 10(a) or Section 10(b) of this Agreement.

"**Parent**" means MoneyLion Inc., a Delaware corporation.

"**Parties**" and "**Party**" means the Seller, Purchaser Agent and the Purchasers party to this Agreement from time to time, which shall include, for the avoidance of doubt, the Initial Purchaser and each Additional Purchaser that may from time to time become party hereto by execution of a Joinder Agreement pursuant to Section 14 hereof.

"**PBGC**" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"**Pension Plan"** means a "pension plan," as that term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA or the minimum funding standards of Section 302 of ERISA (other than a Multiemployer Pension Plan), and as to which the Seller, any Subsidiary of the Seller or any member of the Seller's Controlled Group (or (x) in the case of the Purchaser Agent, as to which the Purchaser Agent, any Subsidiary of Purchaser Agent or any member of Purchaser Agent's Controlled Group and (y) in the case of a Purchaser, as to which such Purchaser, any Subsidiary of such Purchaser or any member of such Purchaser's Controlled Group), has any liability, whether direct or indirect or absolute or contingent, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"**Permitted Liens**" means (i) Liens for taxes, assessments and governmental charges not yet due or the payment of which is being contested in good faith and by appropriate proceedings and for which adequate reserves are maintained in accordance with GAAP, and in the aggregate securing taxes, assessments and governmental charges of $10,000 or less at any one time, (ii) Liens arising by operation of law or agreement in favor of landlords, warehousemen, carriers, mechanics or materialmen, custodians or depository banks incurred in the ordinary course of business and not in connection with the borrowing of money that are either not yet due or being contested in good faith and by appropriate proceedings, (iii) any right of set-off granted in favor of any depository institution in respect of deposit accounts opened and maintained pursuant to the requirements of this Agreement, (iv) Liens in favor of the Purchaser Agent and (v) Liens existing on any Purchased Receivables and Related Rights so long as any such Liens are released automatically and immediately upon the sale of any such Purchased Receivables and Related Rights to the Purchasers in accordance with the terms of this Agreement.

"**Person**" means any natural person, corporation, business trust, joint venture, association, limited liability company, partnership, joint stock company, corporation, trust, unincorporated organization or Governmental Authority.

"**Performance Guaranty**" means that certain Performance Guaranty, dated as of the Closing Date, by the Servicer in favor of the Purchasers, as amended, supplemented or otherwise modified from time to time.

"**Purchase Date**" means each date a sale of Receivables is consummated hereunder; provided, that in any weekly period, there shall not be more than two Purchase Dates.

"**Purchase Price**" has the meaning set forth in Section 4(a).

"**Purchased Receivables**" means, as of any date of determination, each Receivable purchased by the Purchasers hereunder (and not repurchased pursuant to the terms hereof); provided, that upon any repurchase of a Purchased Receivable pursuant to the terms hereof, such Receivable shall cease to be a Purchased Receivable.

"**Purchaser**" has the meaning set forth in the preamble to this Agreement, and includes such Person's permitted successors and assigns.

"**Purchaser Indemnified Party**" has the meaning set forth in Section 13(a).

"**Qualified Institution**" means a depository institution or trust company organized under the laws of the United States of America or any one of the States thereof or the District of Columbia (or any domestic branch of a foreign bank), (i)(A) that has either (1) a long term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short term unsecured debt rating or certificate of deposit rating of "A 1" or better by S&P or "P 1" or better by Moody's, (B) the parent corporation of which has either (1) a long term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short term unsecured debt rating or certificate of deposit rating of "A 1" or better by S&P and "P 1" or better by Moody's or (C) is

otherwise reasonably acceptable to the Purchaser Agent and (ii) the deposits of which are insured by the Federal Deposit Insurance Corporation.

"**Receivable"** means with respect to each Instacash made by the Seller in accordance with the MoneyLion Instacash Terms and Conditions, 100% of the right to receive payments from the related MoneyLion Accountholder, including the repayment of the Instacash Advance Amount and excluding any Excluded Amounts in connection with such Instacash.

"**Recycled Collections**" has the meaning set forth in Section 4(c).

"**Regulatory Trigger Event**" means (a) the commencement by any Governmental Authority in a jurisdiction of any formal inquiry or investigation (which for the avoidance of doubt excludes any routine inquiry or investigation), legal action or proceeding, against the Seller, the Servicer, any Subsidiary of the Servicer or any third party then engaged as a sub-servicer, challenging such Person's authority to advance, hold, own, service, pledge or enforce any Purchased Receivable with respect to the residents of such jurisdiction, or otherwise alleging any noncompliance by such party with such jurisdiction's Applicable Laws related to advancing, holding, pledging, servicing or enforcing such Purchased Receivable or otherwise related to such Purchased Receivable, which inquiry, investigation, legal action or proceeding (i) is not released or terminated in a manner acceptable to the Purchaser Agent in its reasonable good faith discretion within one hundred and twenty (120) calendar days of the earlier of Seller or the Servicer's knowledge or receipt of written notice thereof and (ii) could reasonably be expected to have a Material Adverse Effect during the Term, as determined by the Purchaser Agent in its reasonable good faith discretion, or (b) the issuance or entering of any stay, order, judgment, cease and desist order, injunction, temporary restraining order, or other judicial or non-judicial sanction, order or ruling against the Seller, the Servicer, any Subsidiary of the Servicer or any third party then engaged as a sub-servicer related in any way to the advancing, holding, pledging, servicing or enforcing of any Purchased Receivable or rendering this Agreement unenforceable in such jurisdiction, the effect of which could reasonably be expected to have a Material Adverse Effect during the Term, as determined by the Purchaser Agent in its reasonable good faith discretion; provided, in each case, that upon the favorable resolution of such inquiry, investigation, action or proceeding (whether by judgment, withdrawal of such action or proceeding or settlement of such action or proceeding), as determined by the Purchaser Agent in its reasonable good faith discretion and confirmed by written notice from the Purchaser Agent, such Regulatory Trigger Event for such jurisdiction shall cease to exist immediately upon such determination by the Purchaser Agent. It is understood and agreed that the jurisdiction of a Regulatory Trigger Event is the entire United States if the applicable Governmental Authority is a federal authority. For the avoidance of doubt, a Regulatory Trigger Event shall only affect those Purchased Receivables with respect to which the applicable Governmental Authority or court has jurisdiction.

"**Related Rights**" means, with respect to any Receivable, (a) all payment rights relating thereto under the MoneyLion Instacash Terms and Conditions and all indemnities, warranties, insurance (and proceeds and premium refunds thereof) or other agreements or arrangements of any kind from time to time supporting payment of such Receivable, whether pursuant to the

MoneyLion Instacash Terms and Conditions or otherwise, (b) all Advance Collections in respect of such Receivable, and (c) all products and proceeds of any of the foregoing items (a) through (b). Notwithstanding the foregoing, Related Rights shall not include any Excluded Amounts.

"**Reportable Event**" means a reportable event as defined in Section 4043 of ERISA and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a), or the failure of a Pension Plan to meet the minimum funding standards of Section 412 of the Code or under Section 302 of ERISA.

"**Repurchase Confirmation**" means a Confirmation (Repurchase) substantially in the form of **Exhibit C** hereto relating to the repurchase by the Repurchase Purchaser from time to time of a Defective Receivable or an Underperforming Receivable pursuant to Section 7 or an Optional Repurchased Receivable pursuant to Section 10.

"**Repurchase Price**" means, as of any date of determination, with respect to the applicable Receivable that the Repurchase Purchaser is repurchasing from the applicable Repurchase Seller, an amount equal to (x) the Purchase Price previously paid for such Receivable plus (y) solely in the event that (A) the aggregate Instacash Advance Amount of any Monthly Vintage Pool in which such Receivable is advanced exceeds $2,500,000 and (B) any such Receivable's Instacash Disbursement Date is more than five (5) calendar days prior to the related Repurchase Date, the amount of income the Repurchase Seller expected to earn to from such Receivable from the related Purchase Date (as mutually determined by the Repurchase Seller and the Seller) to the related Repurchase Date less (z) all Advance Collections received by the applicable Repurchase Seller with respect to such Receivable on or prior to the related Repurchase Date.

"**Repurchase Purchaser**" has the meaning set forth in Section 7.

"**Repurchase Seller**" has the meaning set forth in Section 7.

"**Requirements of Law**" means, with respect to any Person or any of its property, the certificate of incorporation or articles of association and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation, or determination of any arbitrator or Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, whether federal, state or local (including, without limitation, usury laws and retail installment sales acts).

"**RoarMoney Account**" means a "RoarMoney Account" (as defined in the MoneyLion Instacash Terms and Conditions as of the Third Omnibus Amendment Effective Date), it being agreed that the naming convention of such account may be changed in any applicable MoneyLion Instacash Terms and Conditions in effect after the Third Omnibus Amendment Effective Date but for purposes of this Agreement such account shall continue to be deemed to be a "RoarMoney Account."

"**S&P**" means S&P Global Ratings, together with its successors.

"**Scheduled Termination Date**" means the date that is the earliest to occur of (i) the two (2) year anniversary of the Closing Date, which date may be extended as provided in Section 11, (ii) the date on which the "Scheduled Termination Date" is declared and deemed to have occurred pursuant to Section 10 or (iii) this Agreement is terminated pursuant to Section 11.

"**SEC**" means the Securities and Exchange Commission or any other governmental authority succeeding to any of the principal functions thereof.

"**Second Amendment Effective Date**" means August 23, 2024.

"**Seller**" has the meaning set forth in the preamble to this Agreement.

"**Seller Indemnified Party**" has the meaning set forth in Section 10(b).

"**Servicer**" means MoneyLion Technologies Inc., a Delaware corporation, in its capacity as Servicer under the Servicing Agreement.

"**Servicer Event of Default**" has the meaning set forth in the Servicing Agreement.

"**Servicing Agreement**" means that certain Servicing Agreement, dated as of the Closing Date, among the Initial Purchaser, Purchaser Agent, Servicer and any Additional Purchasers from time to time party thereto and hereto, as amended, supplemented or otherwise modified from time to time.

"**Solvent**" means, with respect to any Person, (a) such Person will own assets for which the sum of the value of the assets, both at fair market valuation and at fair valuations, exceeds the sum of such Person's debts and other obligations, both at fair market valuation and at fair valuations; (b) such Person is and shall be able to pay its debts as such debts become due; (c) such Person does not intend to, does not believe, and should not have reasonably believed, that it would incur debts beyond its ability to pay those debts as they become due, or that the debts are beyond its ability to pay as the debts mature; and (d) such Person has assets and property that are sufficient and adequate, and not unreasonable small, for the business(es) or transaction(s) in which such Person is engaged or is about to be engaged.

"**Stock**" means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that

Person or a combination thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"**Taxes**" means any and all present and future taxes, duties, levies, imposts, deductions, assessments, charges, similar fees or withholdings (including backup withholdings) imposed under applicable law and/or by any governmental authority that are in the nature of a tax, and any and all liabilities (including interest and penalties and other additions to taxes) with respect to any of the foregoing.

"**Term**" means the period of time from and including the Closing Date through the Scheduled Termination Date (or as otherwise extended by the Parties).

"**Termination Event**" means, with respect to a Pension Plan that is subject to Title IV of ERISA, the following: (a) a Reportable Event; (b) the withdrawal of the Seller or any other member of the Controlled Group from that Pension Plan during a plan year in which that the Seller or other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA; (c) the termination of that Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of that Pension Plan as a termination under Section 4041 of ERISA; (d) the institution by the PBGC of proceedings to terminate that Pension Plan; or (e) any event or condition that could reasonably constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, that Pension Plan.

"**Third Omnibus Amendment Effective Date**" means March 16, 2026.

"**Total Assets**" means, as of any date with respect to any Person, all assets of such Person and its consolidated Subsidiaries that in accordance with GAAP would be classified as assets upon a balance sheet of such Person prepared as of such date.

"**Total Book Value**" means, as of any date with respect to any Person, Total Assets minus Total Liabilities.

"**Total Liabilities**" means, as of any date with respect to any Person, all liabilities of such Person and its consolidated Subsidiaries that in accordance with GAAP would be classified as liabilities upon a balance sheet of such Person prepared as of such date.

"**Total Plan Liability**" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single-employer plan terminations.

"**Transaction Document**" means this Agreement, the Servicing Agreement, the Performance Guaranty, each Joinder Agreement, and the Backup Servicing Agreement.

"**Treasury Regulations**" means such provisions of the income tax regulations of the United States Department of the Treasury or any successor provisions promulgated under the Code.

"**Turbo Fee**" means a service fee charged by the Seller upon a MoneyLion Accountholder's request to expedite disbursement of Instacash.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

"**Unfunded Liability"** means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"**Unpaid Rate (30 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within thirty (30) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unpaid Rate (35 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within thirty-five (35) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unpaid Rate (40 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within forty (40) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unpaid Rate (60 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within sixty (60) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unpaid Rate (65 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within sixty-five (65) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unpaid Rate (70 Days)**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables in such Monthly Vintage Pool that has not been repaid within seventy (70) calendar days of the Instacash Repayment Date relating to each such Receivable, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

"**Unused Portion of the Facility Limit**" means, at any time of determination, an amount equal to (x) the Facility Limit at such time, minus (y) the Group Outstanding Purchased Amount at such time.

"**Yield Collections**" means, with respect to any Receivable, all Collections thereon in excess of, and that are not classified as a repayment of, the Purchase Price of such Receivable.

Section 2. Sale of Eligible Receivables; Related Covenants.

(a) Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and agreements set forth herein, each Purchaser shall, on a committed basis, from time to time purchase from the Seller and make cash payments to Seller of the related Purchase Price in respect of the Eligible Receivables and all Related Rights pertaining thereto (each such cash payment, a "**Purchase**"), and the Seller shall take commercially reasonable measures to offer from time to time for sale to the Purchasers, in each case against delivery of the applicable Purchase Price, Eligible Receivables and all Related Rights pertaining thereto with an anticipated minimum sale volume as described on Schedule II hereto. Notwithstanding the foregoing, under no circumstances shall any Purchaser be obligated to purchase from the Seller if, after giving effect to such Purchase:

(i) The aggregate Group Outstanding Purchased Amount would exceed the Facility Limit; or

(ii) the aggregate Individual Outstanding Purchased Amount of such Purchaser would exceed its Commitment.

(b) The Eligible Receivables and Related Rights sold on each Purchase Date shall be as described in the applicable Eligible Receivables Schedule as further described in Section 3 and shall be sold, transferred, assigned, set over and otherwise conveyed to the applicable Purchaser, absolutely and not as collateral security, pursuant to the applicable Confirmation pursuant to Section 3(b) below.

(c) Although the Parties hereto intend that any sale of Eligible Receivables hereunder shall constitute an absolute assignment and transfer of ownership of all of the Seller's right, title and interest in and to the Eligible Receivables sold, and not a loan, if any such assignment is deemed to be a loan, the Parties hereto intend that the rights and obligations of the Parties hereto to such loan shall be established pursuant to the terms of this Agreement. The Parties also intend and agree that if and to the extent that the transfer of Purchased Receivables and Related Rights is for any purpose recharacterized by a court or other Governmental Authority as a collateral transfer for security or the transactions contemplated by this Agreement are characterized as financing transactions or loans, the Seller shall be deemed to have granted to the Purchaser Agent (on behalf of the Purchasers), and the Seller does hereby grant to the Purchaser Agent (on behalf of the Purchasers), on the Closing Date, a first priority security interest in all of the Seller's

right, title and interest in, to and under such Purchased Receivables and Related Rights and that this Agreement shall constitute a security agreement under applicable law and the Purchasers will have all the rights and remedies of a secured party under the UCC and other applicable law. The Seller hereby consents to the filing by the Purchaser Agent or its assignee of the UCC-1 financing statement set forth as **Exhibit B** hereto in connection with the granting of security interest pursuant to this Section 2(c).

(d) The Seller shall not take any action inconsistent with the Purchaser's ownership in Purchased Receivables and shall not claim any ownership interest in any such Purchased Receivables (in each case other than with respect to any such Defective Receivables, Underperforming Receivables and Optional Repurchased Receivables repurchased by the Repurchase Purchaser pursuant to this Agreement).

(e) The Seller shall not organize under the law of any jurisdiction other than the state under which it is organized as of the date hereof (whether changing its jurisdiction of organization or organizing under an additional jurisdiction) without giving at least ten (10) days prior written notice of such action to the Purchaser Agent. Before effecting such change, the Seller shall prepare and file in the appropriate filing office any financing statements or other statements necessary to continue the perfection of the Purchaser Agent's interests in the Purchased Receivables.

(f) At any time, and from time to time hereafter, upon the reasonable request of the Purchaser Agent, and without payment of further consideration to the Seller, the Seller will do, execute, acknowledge and deliver, and will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, recordings and assurances as may be reasonably required in order to better assign, transfer, grant, convey, assure and confirm to the applicable Purchasers ownership of the Assets sold hereunder (if any) (other than any such Defective Receivables, Underperforming Receivables and Optional Repurchased Receivables repurchased by the Repurchase Purchaser in accordance with this Agreement).

(g) The Purchaser Agent and the Purchasers shall not notify any MoneyLion Accountholder of any sale, assignment, set-over, transfer and conveyance to the Purchaser(s) hereunder of any Receivable.

Section 3. Sale Procedures; Seller Delivery Obligations.

(a) On each Purchase Date, the Seller shall deliver to the Purchaser Agent, on behalf of the Purchasers, a Confirmation with respect to those Eligible Receivables offered by the Seller for sale to the Purchasers on such date. Such Confirmation shall (i) be accompanied by an Eligible Receivables Schedule; (ii) include the aggregate Purchase Price for such Eligible Receivables to be paid on such proposed Purchase Date; and (iii) not specify any Purchaser, it being understood that Purchaser Agent shall specify the applicable Purchaser party to such Confirmation.

(b) One or more Purchasers shall purchase such Eligible Receivables on any Purchase Date in accordance with Section 2 by remitting the aggregate Purchase Price listed on the applicable Confirmation on the Purchase Date set forth therein, and such payment shall for all purposes be deemed an acceptance of the offer of sale of the Receivable described therein (and the Related Rights), and upon such acceptance the Confirmation shall serve for all purposes as a legal, binding and enforceable bill of sale and assignment for each Receivable described therein (and the Related Rights).

(c) In connection with each sale of Eligible Receivables hereunder, the Seller shall, at its own expense, on and after such Purchase Date, other than with respect to (x) any Defective Receivables and Underperforming Receivables repurchased by the Repurchase Purchaser after such Purchase Date pursuant to Section 7 below and (y) any Optional Repurchased Receivables repurchased by the Repurchase Purchaser after such Purchase Date pursuant to Section 10 below, indicate in its computer files that the Eligible Receivables transferred on such Purchase Date have been sold to a Purchaser (and shall specify such Purchaser) pursuant to this Agreement. Notwithstanding the foregoing, and without prejudice to the absolute sale (if any) intended hereby, the Seller may retain data relating to each Asset sold hereunder to be used by the Seller or its Affiliates for any lawful purpose.

Section 4. Purchase Price; Payment; Unused Fee.

(a) From the Closing Date until the end of the first Monthly Period to occur after the Closing Date, the "**Purchase Price**" to be paid by a Purchaser in respect of Eligible Receivables on any Purchase Date shall be the Initial Purchase Price, which shall be calculated in accordance with the definition of such term set forth on Schedule III attached hereto.

(b) After the end of the first Monthly Period to occur after the Closing Date, the "**Purchase Price**" to be paid by a Purchaser in respect of Eligible Receivables on any Purchase Date shall be the Adjusted Purchase Price, which shall be calculated in accordance with the definition of such term set forth on Schedule III attached hereto.

(c) On each Purchase Date, all payments of the Purchase Price shall be made by wire transfer (or as otherwise mutually agreed by the Seller and the applicable Purchaser), in immediately available funds, to the Funding Account or an account designated by the Seller to the Purchaser Agent in writing. Notwithstanding the foregoing, if on any Purchase Date there are Advance Collections in the Borrower Account, the Purchasers may utilize such Advance Collections (any such Advance Collections so utilized, "**Recycled Collections**") to pay all or a portion, as applicable, of the Purchase Price on such Purchase Date and on such Purchase Date the applicable Purchaser shall only be required to wire to the Funding Account any Purchase Price in excess of the Recycled Collections so applied. In the event any Purchaser utilizes the Recycled Collections to pay all or a portion of the Purchase Price, on the applicable Purchase Date, the Purchaser Agent shall transfer the Recycled Collections to the Funding Account.

(d) The Seller agrees to pay to the Purchaser Agent, a non-refundable unused fee (the "**Unused Fee**"), payable on a monthly basis in arrears, on the date that is five (5) Business Days after the end of each calendar month, commencing with September 9, 2024, in an amount equal to two percent (2%) per annum times the daily average Unused Portion of the Facility Limit, which shall be calculated on the basis of a 360-day year for the actual number of days elapsed during each calendar month; provided, that, the aggregate amount of the Unused Fees payable to the Purchaser Agent during the Term shall in no event exceed $1,750,000.

Section 5. Seller's Representations and Warranties.

(a) The Seller makes, as of the date hereof and as of each Purchase Date, each of the representations and warranties set forth in Annex B hereto.

(b) The representations and warranties set forth in this Section 5 shall survive the date hereof and the sale of Eligible Receivables to a Purchaser on each Purchase Date.

Section 6. Purchasers' Representations and Warranties.

(a) The Purchaser Agent and the Purchasers make, as of the date hereof and as of each Purchase Date, each of the representations and warranties set forth in Annex C hereto.

(b) The representations and warranties set forth in this Section 6 shall survive the date hereof and the purchase of Eligible Receivables by a Purchaser on each Purchase Date.

Section 7. Repurchase Rights and Obligations.

(a) Upon discovery by the Seller or Servicer, or if the Seller or Servicer receives notice and related documentation from any of the other Parties to the Transaction Documents, that any Receivable sold to a Purchaser hereunder which was represented to be an Eligible Receivable, was not an Eligible Receivable as of the related Purchase Date (each such Receivable, a "**Defective Receivable**"), the Seller (in its capacity as a purchaser of a Receivable pursuant to this Section 7 or Section 10, the "**Repurchase Purchaser**") shall have four (4) Business Days to cure such breach (the date on which the Repurchase Purchaser pays the applicable Repurchase Seller the Repurchase Price, the "**Repurchase Date**") by repurchasing from the applicable Purchaser (in its capacity as a seller of a Receivable pursuant to this Section 7 or Section 10, a "**Repurchase Seller**") such Defective Receivable and all Related Rights at the Repurchase Price.

(b) Upon the occurrence of a Material Underperformance Event, the Repurchase Purchaser may (but shall not be obligated to) cure such Material Underperformance Event within ten (10) Business Days from the occurrence of such Material Underperformance Event by repurchasing from the applicable Repurchase Seller at the Repurchase Price certain of the Receivables (as determined by the Repurchase Purchaser) whose related MoneyLion Accountholders have deferred their Instacash Repayment Date (each such Receivable repurchased by the Seller, solely at the Seller's option, in connection with the occurrence of a Material Underperformance Event, an "**Underperforming Receivable**") until the applicable Material Underperformance Event no longer exists.

(c) Upon the repurchase by the Repurchase Purchaser of a Defective Receivable pursuant to Section 7(a), an Underperforming Receivable pursuant to or Section 7(b) and an Optional Repurchased Receivable pursuant to Section 10, the applicable Repurchase Seller does hereby:

(i) sell, transfer, assign, and otherwise convey to the Repurchase Purchaser all right, title and interest of such Repurchase Seller in and to the applicable Defective Receivable, the applicable Underperforming Receivable, or the applicable Optional Repurchased Receivable and Related Rights thereto;

(ii) release (or cause the release of) any Liens in respect of such Defective Receivable, such Underperforming Receivable or such Optional Repurchased Receivable and represent and warrant to the Repurchase Purchaser that such Repurchase Seller has full and marketable title to such Defective Receivable, such Underperforming Receivable or such Optional Repurchased Receivable, free and clear of all Liens; and

(iii) represent and warrant to the Repurchase Purchaser that such Repurchase Seller has the full power and authority to so convey such rights, titles, and interests to the Repurchase Purchaser.

(d) The representations and warranties set forth in Section 7(c)(ii) and Section 7(c)(iii) shall survive the date of repurchase and the termination of this Agreement.

(e) Upon any repurchase of a Defective Receivable, an Underperforming Receivable or an Optional Repurchased Receivable, the applicable Repurchase Seller shall execute any documents, instruments, or assignments necessary to effect the transfer and assignment of all of such Repurchase Seller's right, title and interest in and to such Defective Receivable, such Underperforming Receivable or such Optional Repurchased Receivable to the Repurchase Purchaser, including, without limitation, a Repurchase Confirmation, and shall release or terminate (or caused to be released or terminated) any Liens then covering such Defective Receivable, such Underperforming Receivable or such Optional Repurchased Receivable. Any reasonable and documented out-of-pocket expenses incurred by the applicable Repurchase Seller in connection with any such transfer and assignment, release or termination shall be paid for by the Repurchase Purchaser promptly upon demand by the Repurchase Seller.

(f) The Repurchase Purchaser and each Repurchase Seller agree to act in good faith in connection with any repurchase, or requested repurchase, under this Section 7 or Section 10. In case of any dispute regarding a requested repurchase, each of the Repurchase Purchaser and the applicable Repurchase Seller agrees to cooperate in good faith in attempting to resolve such dispute.

Section 8. Conditions to Purchase and Sale.

(a) The Seller's obligation to sell and deliver the applicable Eligible Receivables hereunder as of any Purchase Date shall be subject to each of the following conditions precedent:

(i) all representations, warranties and statements by or on behalf of the Purchasers contained in this Agreement shall be true and correct in all material respects on the applicable Purchase Date (or such other date as is specifically set forth therein); and

(ii) the applicable Purchase Price shall have been paid as described herein.

(b) The Purchasers' obligation to purchase the Eligible Receivables hereunder as of any Purchase Date shall be subject to each of the following conditions precedent:

(i) all representations, warranties and statements by or on behalf of the Seller contained in this Agreement shall be true and correct in all material respects on the applicable Purchase Date (or such other date as is specifically set forth therein);

(ii) Seller shall be in compliance in all material respects with the applicable covenants under the Transaction Documents;

(iii) such Purchaser's receipt of the applicable Confirmation (including the applicable Eligible Receivables Schedule);

(iv) no Servicer Event of Default shall have occurred and be continuing;

(v) the Purchaser Agent has received the Transaction Documents (other than the Backup Servicing Agreement pursuant to clause (vi) below), each dated the Closing Date or as of the Closing Date (other than such Transaction Documents that are executed in connection with any Joinder Agreement, which Transaction Documents shall be dated as of the date of such Joinder Agreement) duly executed and delivered by each party thereto and being in full force and effect;

(vi) with respect to any Purchase Date occurring after the date that is ninety (90) days (or such later date that the Purchaser Agent (on behalf of the Purchasers) may reasonably agree to) after the Closing Date, the Purchaser Agent shall have received a duly executed and delivered Backup Servicing Agreement;

(vii) no Event of Termination or Material Underperformance Event has occurred and is continuing; and

(viii) unless otherwise waived by the Purchasers, the Seller shall have been in compliance with the Concentration Limitations on a pro forma basis after giving effect to such Purchase.

Section 9. Covenants of the Seller.

At all times from the Closing Date until the Scheduled Termination Date:

(a) Financial Reporting. Within sixty (60) days after the end of each fiscal quarter, commencing with the fiscal quarter ending January 2, 2026, the Seller shall furnish to the Purchaser Agent a summary statement of Parent's estimated total revenue for such fiscal quarter (and each respective fiscal month in such fiscal quarter).

(b) Event of Termination; Regulatory Trigger Events. The Seller will deliver to the Purchaser Agent (on behalf of the Purchasers), promptly, and in any event within five (5) Business Days of any authorized officer of the Seller obtaining knowledge (i) of any condition or event that constitutes an Event of Termination or that after notice or lapse of time or both would constitute an Event of Termination or that notice has been given to the Seller or any of its subsidiaries with respect thereto; (ii) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a materially adverse effect on the business, a material portion of the Purchased Receivables, properties or financial condition of the Seller to perform the services provided for herein or (iii) the occurrence of any of the events described in the definition of Regulatory Trigger Event that, in the Servicer's reasonable, good faith discretion, would reasonably be expected to result in a Regulatory Trigger Event, a certificate of such authorized officer specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Event of Termination, potential Regulatory Trigger Event, and what action the Seller or any of its Affiliates, as applicable, has taken, is taking and proposes to take with respect thereto.

(c) Monthly Compliance Reporting. Within three (3) Business Days following the last day of each calendar month commencing with the calendar month ending on July 31, 2024, the Seller shall deliver a Compliance Certificate signed by an

officer of the Seller, stating that no Event of Termination has occurred during the most recently completed Monthly Period.

(d) Sales and Liens. Except as otherwise provided herein and Permitted Liens, the Seller shall not sell, assign or otherwise dispose of, or permit any Lien (except for Permitted Liens) upon or with respect to any Purchased Receivables and the Related Rights.

(e) Eligibility Guidelines. The Seller shall not, and shall not permit Servicer to, amend or otherwise modify the Eligibility Guidelines in any manner without the prior written consent of the Purchasers.

(f)

Section 10. Events of Termination.

If any of the following events (each an "**Event of Termination**") shall occur:

(a) As of the last day of any Monthly Period, with respect to any Monthly Vintage Pool, if the Unpaid Rate (30 Days) shall exceed 13.00% (the "**Level One Unpaid Rate Repurchase Trigge**r" and any such Monthly Vintage Pool whose Unpaid Rate (30 Days) exceeds 13.00%, a "**Level One Monthly Vintage Pool**"); provided, that such occurrence shall not be deemed an occurrence of an Event of Termination under this Section 10(a) if either (x) the Unpaid Rate (35 Days) of each such Level One Monthly Vintage Pool, measured as of the last day of such Monthly Period or as of, or prior to the date that is five (5) calendar days following the last day of such Monthly Period, does not exceed 13.00% and the Unpaid Rate (40 Days) of each such Level One Monthly Vintage Pool, measured as of the last day of such Monthly Period or as of, or prior to the date that is ten (10) calendar days following the last day of such Monthly Period, does not exceed 13.00% (such Level One Monthly Vintage Pool, a "**Cured Level One Monthly Vintage Pool**") or (y) in the event the Seller, at its sole option, within ten (10) Business Days after the last day of such Monthly Period repurchases at the Repurchase Price certain of the Receivables (as determined by the Seller) in such Monthly Vintage Pool that have not been repaid within thirty (30) calendar days of the Instacash Repayment Date relating to each such Receivable until the Unpaid Rate (30 Days) for the remaining Receivables in such Monthly Vintage Pool is equal to or not greater than the Level One Unpaid Rate Repurchase Trigger; further provided that it shall be an Event of Termination under this Section 10(a) if the Monthly Vintage Pool immediately succeeding a Cured Level One Monthly Vintage Pool is Level One Monthly Vintage Pool;

(b) As of the last day of any Monthly Period, with respect to any Monthly Vintage Pool, if the Unpaid Rate (60 Days) shall exceed 11.00% (the "**Level Two Unpaid Rate Repurchase Trigger**" and any such Monthly Vintage Pool whose Unpaid Rate (60 Days) exceeds 11.00%, a "**Level Two Monthly Vintage Pool**"); provided, that such occurrence shall not be deemed an occurrence of an Event of Termination under this Section 10(b) if either (x) the Unpaid Rate (65 Days) of each such Level Two Monthly Vintage Pool, measured as of the last day of such Monthly Period or as of, or prior to the date that is five (5) calendar days following the last day of such Monthly Period, does not exceed 11.00% and the Unpaid Rate (70 Days) of each such Level Two Monthly Vintage Pool, measured as of the last day of such Monthly Period or as of, or prior to the date that is ten (10) calendar days following the last day of such Monthly Period, does not exceed 11.00% (such Level Two Monthly Vintage Pool, a "**Cured Level Two Monthly Vintage Pool**") or (y) in the event the Seller, at its sole option, within ten (10) Business Days after the last day of such Monthly Period repurchases at the Repurchase Price certain of the

Receivables (as determined by the Seller) in such Monthly Vintage Pool that have not been repaid within sixty (60) calendar days of the Instacash Repayment Date relating to each such Receivable until the Unpaid Rate (60 Days) for the remaining Receivables in such Monthly Vintage Pool is equal to or not greater than the Level Two Unpaid Rate Repurchase Trigger; further provided that it shall be an Event of Termination under this Section 10(b) if the Monthly Vintage Pool immediately succeeding a Cured Level Two Monthly Vintage Pool is Level Two Monthly Vintage Pool;

(c) *provided* that, notwithstanding the foregoing, as of any date the aggregate amount of repurchases that may be effected by the Seller under this Section 10 or Section 7(b), in each case, solely at the Seller's option, on a combined basis, shall not exceed an amount equal to 10% of the Group Outstanding Purchased Amount as of the date of such repurchase; *further provided* that, Seller shall only be entitled to exercise a repurchase under this Section 10 or Section 7(b) once per calendar year.

(d) As of the last day of any Monthly Period beginning with the Monthly Period ending on July 31, 2024, the 3-Month Average Unpaid Rate (30 Days) shall exceed 8.25%;

(e) As of the last day of any Monthly Period beginning with the Monthly Period ending on July 31, 2024, the 3-Month Average Unpaid Rate (60 Days) shall exceed 6.75%;

(f) The occurrence of any Change of Control which would reasonably be expected to impair the Servicer's ability to perform its obligations under the Servicing Agreement;

(g) As of the last day each fiscal month, unrestricted and unencumbered cash and cash equivalents of the Parent and its Subsidiaries shall be less than $30,000,000; provided, however, in the event that this paragraph (f) is not satisfied as of the end of any calendar month, Parent shall have five (5) Business Days to cure such deficiency;

(h) As of the last day of each fiscal quarter, commencing with the fiscal quarter ending January 2, 2026, the estimated operating revenue of Parent (as reported pursuant to Section 9(a)) shall decrease by greater than twenty-five percent (25%) from the last day of the immediately preceding fiscal quarter; or

(i) Failure by the Seller to repurchase any Defective Receivable in accordance with Section 7(a);

then, in any such Event of Termination, the Purchaser Agent may (and at the direction of all Purchasers, shall) by notice to the Seller declare the Scheduled Termination Date to have occurred (in which case the Scheduled Termination Date shall be deemed to have occurred).

Section 11. Termination.

This Agreement shall terminate on the Scheduled Termination Date unless the Seller and the Purchaser Agent (on behalf of the Purchasers) mutually agree to extend the Scheduled Termination Date for an additional one-year period. Notwithstanding the foregoing, at any time prior to the Scheduled Termination Date, this Agreement may be terminated by mutual agreement between the Seller and the Purchaser Agent (on behalf of the Purchasers) or in

accordance with Section 10. The expiration or termination of this Agreement shall not terminate or otherwise affect any obligations of the Seller, Purchaser Agent or the Purchasers from time to time under this Agreement relating to events prior to such termination or expiration. Without limiting the foregoing, the Seller's repurchase obligations under Section 7, and the indemnification obligations of the Parties under Section 13(a) and Section 13(b), shall expressly survive the expiration or termination of this Agreement.

Section 12. Backup Servicing Agreement

Each of the Purchaser Agent and the Purchasers agrees that neither the Seller nor the Servicer shall have any obligation to pay or reimburse the Backup Servicer, the Purchaser Agent or any Purchaser for fees, costs and expenses incurred by the Backup Servicer, the Purchaser Agent or any Purchaser in connection with the preparation, negotiation, execution, delivery and administration of the Backup Servicing Agreement, including, without limitation, any fees or other amounts payable under the Backup Servicing Agreement.

Section 13. Miscellaneous Provisions.

(a) The Seller hereby indemnifies and holds harmless the Purchaser Agent, each Purchaser, their permitted assignees and their respective Affiliates and their respective officers, directors, employees, counsel and other agents (each, a "**Purchaser Indemnified Party**") from and against any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and expenses) actually suffered or incurred by such Purchaser Indemnified Party, arising out of or resulting from (i) the breach or inaccuracy of any representation, warranty, covenant or other agreement made by the Seller hereunder (other than with respect to any representation as to any Defective Receivable being an Eligible Receivable, provided such Defective Receivable is timely repurchased pursuant to the terms hereof) and (ii) any Regulatory Trigger Event occurring with respect to any Purchased Receivable.

(b) Purchaser Agent and each Purchaser hereby indemnifies and holds harmless the Seller and its Affiliates and its officers, directors, employees, counsel and other agents (each, a "**Seller Indemnified Party**," and collectively with each Purchaser Indemnified Party, an "**Indemnified Party**") from and against any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and expenses) actually suffered or incurred by such Seller Indemnified Party, arising out of or resulting from the breach or inaccuracy of any representation, warranty, covenant or other agreement made by a Purchaser hereunder.

(c) Notwithstanding any other provision of this Agreement (including Section 13(a) and Section 13(b) above), to the fullest extent permitted by applicable law, each Party hereto, and each other Indemnified Party, shall not assert, and by its acceptance of rights hereunder hereby waives, and acknowledges that no other Person (including any assignee of any Eligible Receivable) shall have, whether pursuant to Section 13(a) or Section 13(b) or otherwise, any claim against the other Party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby or the transactions contemplated hereby or thereby. Notwithstanding any other provision of this Agreement (including Section 13(a) and Section 13(b) above), no Party shall be liable for any indemnification

to an Indemnified Party to the extent that any such indemnified liabilities (a) result from such Indemnified Party's gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction, or (b) constitute recourse for uncollectible Purchased Receivables.

(d) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNTIL THE DATE ON WHICH INITIAL PURCHASER HAS ENTERED INTO A CREDIT FACILITY THAT PROVIDES DEBT FINANCING TO PURCHASE THE ELIGIBLE RECEIVABLES ON TERMS AND CONDITIONS SATISFACTORY TO THE PURCHASER AGENT IN ITS SOLE DISCRETION, PURCHASER AGENT AND EACH PURCHASER'S MAXIMUM LIABILITY, IN THE AGGREGATE, UNDER THIS AGREEMENT SHALL NOT EXCEED THE UNUSED FEES REQUIRED TO BE PAID TO PURCHASER AGENT AND EACH PURCHASER PURSUANT TO THE TERMS OF THE PRIOR TO ANY CLAIM (SUCH LIMIT ON THE MAXIMUM LIABILITY OF THE PURCHASER AGENT AND EACH PURCHASER, THE "LIABILITY LIMIT"). THE LIABILITY LIMIT SET FORTH IN THIS SECTION SHALL APPLY CUMULATIVELY TO ALL MULTIPLE LIABILITY EVENTS AND SHALL NOT BE MULTIPLIED BY THE NUMBER OF INDIVIDUAL EVENTS OR CLAIMS.

(e) This Agreement and the other Transaction Documents set forth the entire understanding among the Parties hereto as to the subject matter set forth herein. The provisions of this Agreement cannot be waived or modified unless such waiver or modification be in writing and signed by Parties hereto. Inaction or failure to demand strict performance shall not be deemed a waiver.

(f) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF. ALL JUDICIAL PROCEEDINGS BROUGHT ARISING OUT OF OR RELATING HERETO, OR ANY OF THE OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES HEREUNDER, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY'S ADDRESS SET FORTH IN Section 13(i) OF THIS AGREEMENT, IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (iv) AGREES THAT THE OTHER PARTIES HEREUNDER RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS IN THE COURTS OF ANY OTHER JURISDICTION.

(g) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF

ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS Section 13(f) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(h) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission (*i.e.* ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Each of the Parties hereto agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(i) If any provision of this Agreement shall be held, deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other situation or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

(j) All notices, requests, demands or other instruments which may or are required to be given by a Party to another hereunder to a Party's address set forth in this Section 13(i) and may be delivered or furnished by electronic communication (including e-mail) pursuant to procedures mutually approved by the Seller and the Purchaser Agent. All notices, requests, demands or other instruments given by any Party to another hereunder shall be effective and be deemed to have been received (i) if delivered by hand,

upon personal delivery, (ii) if delivered by overnight courier service, one (1) Business Day after delivery to such courier service, (iii) certified mail, upon receipt or refusal thereof, and (iv) if delivered by electronic mail, upon sender's receipt of confirmation of proper transmission.

If to the Purchaser Agent or the Purchasers:

c/o Sound Point Capital Management, LP, as Purchaser Agent
375 Park Avenue, 33rd Floor
New York, NY 10152
Attn: General Counsel
Tel: (212) 895-2288
Email: wruberti@soundpointcap.com
compliance@soundpointcap.com

If to the Seller:

Gen Digital Inc.
60 E. Rio Salado Parkway, Suite 1000
Tempe, AZ USA
Attention: Chief Legal Officer
E-mail: legal.department@gendigital.com

Any Party may change the address and name of the addressee to which subsequent notices are to be sent to it by notice to the others given as aforesaid, but any such notice of change, if sent by mail, shall not be effective until the fifth day after it is mailed.

(k) All forms specified by the text hereof or by reference to exhibits attached hereto shall be substantially as set forth herein, subject to such changes agreed to between the Purchaser Agent and the Seller, or as may be required by applicable laws hereafter enacted.

(l) Information provided by Seller or the Servicer to a Purchaser, Purchaser Agent or any of their respective Affiliates shall not include confidential information that meets the definition of non-public personally identifiable information ("**NPI**") regarding a MoneyLion Accountholder as defined by Title V of the Gramm-Leach-Bliley Act of 1999 and implementing regulations (collectively, the "**GLB Act**"), or protected by other Requirements of Law regarding privacy (collectively, "**Privacy Laws**"). Seller and Servicer agree that NPI will not be disclosed or made available to any Purchaser, Purchaser Agent or any of their third party, agent or employee for any reason whatsoever, other than upon written request by Purchaser Agent and:

(i) on a "need to know" basis in order for a Purchaser or Purchaser Agent to perform its obligations under this Agreement, any other Transaction Document and any other agreement related to the Receivables; provided, that such agents or representatives receiving NPI are subject to a confidentiality obligation which shall be consistent with and no less restrictive than the provisions of this Section 13(k); or

(ii) as required by Requirements of Law or Governmental Authorities or as otherwise expressly permitted by this Agreement (subject to Privacy Laws); provided, that, prior to any disclosure of NPI to Purchaser Agent or a Purchaser as required by Requirements of Law, the applicable Purchaser(s) or Purchaser Agent shall, if permitted by Requirements of Law:

(A) not disclose any such information until it has notified Seller or Servicer in writing of all actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure promptly upon becoming so obligated; and

(B) cooperate to the fullest extent possible with all lawful efforts by Seller and Servicer to resist or limit disclosure.

(C) Upon receipt of any NPI pursuant to Section 13(k)(i)-(ii), the receiving Purchaser(s) and Purchaser Agent shall: (i) promptly notify Seller of any unauthorized access to that NPI or any breach in security measures or systems for the protection of that NPI and take appropriate action to prevent further unauthorized access or cure such breach, (ii) cooperate with Seller and Servicer with respect to their investigation or inquiry as to any such unauthorized access or breach, provide any notices regarding such unauthorized access or breach to appropriate law enforcement agencies and government regulatory authorities and affected consumers as Servicer reasonably deems appropriate and pay reasonable expenses related thereto.

(D) Each of the Parties hereto shall comply with all Requirements of Law regarding use, disclosure and safeguarding of any and all consumer information and will maintain a comprehensive written information security program, in compliance with Requirements of Law, which shall include all necessary measures, including the establishment and maintenance of appropriate policies, procedures and technical, physical, and administrative safeguards, to (w) ensure the security and confidentiality of the NPI, (x) protect against any foreseeable threats or hazards to the security or integrity of NPI, (y) protect against unauthorized access to or use of such information, and (z) ensure appropriate disposal of NPI.

(m) This Agreement shall be binding on, and shall inure to the benefit of, the Seller, each Purchaser and the Purchaser Agent and may not be assigned by Party without the consent of the other Parties. Notwithstanding the foregoing, any Receivables sold hereunder and any related rights of the Purchasers with respect thereto under this Agreement and the other Transaction Documents may be assigned by a Purchaser to (i) Persons that are Affiliates and not Competitors, or (ii) in connection with a pledge under a private debt facility to a lender. In connection with any such permitted assignment, any additional reasonably customary fees and expenses incurred by the Seller as a result of any such assignment shall be promptly reimbursed by the applicable Purchaser(s) upon demand by the Seller. The Seller shall provide commercially reasonable assistance to the Purchasers or Purchaser Agent in connection with any such assignment of Eligible Receivables, *provided* that the Seller shall not be required to expend any of its own funds or incur any expenses in connection with such assistance. Notwithstanding the foregoing, assignments may not be made to any entity (including any Affiliates) for purposes of effecting or participating in a securitization transaction or other similar capital markets transaction (including but not limited to 144A/Regulation S private placements or registered offerings).

(n) Notwithstanding anything to the contrary herein, the Purchaser Agent and Seller may from time to time, in their sole discretion, amend the Eligibility Criteria set forth on Annex A (which shall also include any corresponding amendments to the definition of "Eligible MoneyLion Accountholder", as necessary), and any such amendments shall not require the execution of an amendment to this Agreement and shall be deemed effective upon Purchaser Agent's and Seller's written agreement thereof (which may be via email).

Section 14. Confidentiality

Each of the Purchaser Agent, Purchasers and the Seller (each, a "**Receiving Party**") agrees to maintain the confidentiality of all information furnished or delivered to it pursuant to or in connection with the Transaction Documents (the "I**nformation**"). Such Information may be used by the Receiving Parties only for the purpose for which it was disclosed to them and may be disclosed only for the purpose of or in connection with the transactions contemplated by the Transaction Documents to:

(a) such Receiving Party's Affiliates or such party's or its Affiliates' directors, officers, employees, agents, accountants, auditors, legal counsel and other representatives (collectively, "**Receiving Party Representatives**"), in each case, who need to know such Information for the purpose of assisting in the negotiation, completion and administration of such Transaction Documents, provided that any such Receiving Party Representative is made aware of the Receiving Party's obligations under this Section 14 prior to such disclosure being made;

(b) such Receiving Party's permitted assigns, transferee, successors and participants to the extent such disclosure is made pursuant to a written agreement to hold such information upon substantially the same terms as this Section 14 or such other terms as may be agreed by the Servicers and the Purchaser Agent;

(c) any Person who is a party to a Transaction Document;

(d) to the extent required by Applicable Law or by any Governmental Authority;

(e) the extent that such Receiving Party needs to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or in connection with any action or proceeding relating to any Transaction Document; and

(f) if the Seller, the Purchaser Agent or the applicable Purchaser, as applicable, shall have consented, in writing, to such disclosure.

Section 15. Joinder of Additional Purchasers.

At any time during the Term:

(a) without the written consent of the Seller or Servicer, one or more Additional Purchasers that (i) is an Affiliate of Purchaser Agent and/or a Purchaser and (ii) is not a Competitor may join this Agreement and the Servicing Agreement as a Purchaser in all respects by delivering an executed Joinder Agreement to the Seller and

Servicer and such delivered Joinder Agreement shall be executed by Seller and Servicer; and

(b) with the written consent of the Seller, one or more Additional Purchasers that (i) is not an Affiliate of Purchaser Agent and/or a Purchaser and (ii) is not a Competitor may join this Agreement and the Servicing Agreement as a Purchaser in all respects by delivering an executed Joinder Agreement to the Seller and Servicer along with such other approvals, resolutions, certificates, legal opinions and other documents as the Seller may reasonably request, in each case, in form and substance reasonably acceptable to the Seller. Seller's written consent pursuant to this Section 15(b) shall be evidenced by Seller and Servicer's execution of such Joinder Agreement delivered by such Additional Purchaser *provided*, that, notwithstanding the foregoing, the Seller shall be entitled to deny its consent to assignments made pursuant to this Section 15(b) to more than five (5) other Persons in the aggregate hereunder.

(c) Upon execution of any Joinder Agreement, the Additional Purchaser thereunder shall become a Purchaser hereunder and under the Servicing Agreement, subject to the rights, duties and obligations of a Purchaser in all respects.

Section 16. Increase in Facility Limit.

Upon notice to the Purchaser Agent and each Purchaser, the Seller may request at any one or more times after the Closing Date that each of the Purchasers ratably increase their respective unused Commitments (an "**Incremental Commitment**"). The total amount of the Incremental Commitments shall not exceed $75,000,000. At the time of sending such notice with respect to the Purchasers and the Purchaser Agent, the Seller shall specify (x) the time period within which the Purchasers are requested to respond to the Seller's request (which shall in no event be less than ten (10) days from the date of delivery of such notice to the Purchaser Agent) and (y) the amount of the Incremental Commitment being requested, which shall be in a minimum amount of $1,000,000. Each of the Purchasers shall notify the Purchaser Agent and the Seller and the Servicer within the applicable time period whether or not such Purchaser agrees, in its sole discretion, to make such ratable increase to such Purchaser's Commitment or otherwise agrees to any lesser increase in its Commitment. Any Purchaser not responding within such time period shall be deemed to have declined to consent to an increase in such Purchaser's Commitment. In the event that one or more Purchasers fails to consent to all or any portion of any such request for an increase in its Commitment, the Seller may request that any unaccepted portion of the requested increases in Commitments be allocated to one or more willing Purchasers as agreed in writing among the Seller and such willing Purchasers (in each case, in their sole discretion), such that such Purchasers increase in their Commitment exceeds such Purchaser's ratable share. Any such Purchaser may agree, in its sole discretion, to such increase in its Commitment. If the Commitment of any Purchaser is increased in accordance with this Section 16, the Purchaser Agent, the Purchasers, the Seller and the Servicer shall determine the effective date with respect to such increase and shall enter into such documents as agreed to by such parties to document such increase in the Facility Limit. On the effective date of such increase, the Seller shall pay to each Purchaser that has increased its Commitment, through the

Purchaser Agent, a non-refundable upsize fee in an amount equal to the product of (x) 1.00% and (y) the amount by which the Purchaser has increased its Commitment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Sound Point Capital Management, LP, as the Purchaser Agent

By: _____
Name:
Title:

SP Main Street Funding I LLC, as an Initial Purchaser

By: _____
Name:
Title:

ML PLUS LLC**, as the Seller**

By: _____
Name:
Title:

SCHEDULE I

COMMITMENTS

Purchaser	Commitment
SP Main Street Funding I LLC	$175,000,000_____
Total:	$175,000,000

SCHEDULE II

TARGET SALE AMOUNTS

Capacity Target (by Instacash Advance Amount at a Receivable's Instacash Disbursement Date)
No less than 80% of Eligible Receivables advanced by the Seller during the period from the Closing Date until the Scheduled Termination Date as in effect on the Closing Date
If the Scheduled Termination Date as in effect on the Closing Date is extended by one (1) year in accordance with Section 11, then no less than 50% of Eligible Receivables advanced by the Seller during such one (1) year extension period

SCHEDULE III

PURCHASE PRICE CALCULATIONS

"**Adjusted Purchase Price**" means, in respect of any purchase of Eligible Receivables on any Purchase Date, an amount equal to (a) the Instacash Advance Amount of such Receivables, *less* (b) an amount equal to the product of the Revised Percentage for such Receivables and the Instacash Advance Amount of such Receivables, *less* (c) an amount equal to the product of 2.17% and the Instacash Advance Amount of such Receivables.

"**Base Percentage**" means, as of any date of determination with respect to any Monthly Vintage Pool, the average Unpaid Rate for a Calculation Tenor of 360 days for the Monthly Vintage Pools advanced during the fourteenth, fifteenth and sixteenth immediately preceding Monthly Periods. Solely by way of example, the Base Percentage for the Monthly Vintage Pool for the July 2024 Monthly Period would be determined by averaging the Unpaid Rate for a Calculation Tenor of 360 days for the Monthly Vintage Pools advanced in March 2023, April 2023 and May 2023. The Base Percentage shall be recalculated and shall reset with respect to each Monthly Vintage Pool and once recalculated and reset, such Base Percentage shall be effective until reset again with the next Monthly Vintage Pool.

"**Expected Unpaid Percentage**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage that is estimated to be the Unpaid Rate for each Calculation Tenor for the Monthly Vintage Pool to be advanced during the Monthly Period in which such determination date occurs. For any Monthly Vintage Pool, as of any date of determination, the Expected Unpaid Percentage for each Calculation Tenor shall be the average Unpaid Rate for the same Calculation Tenor for the Monthly Vintage Pools advanced during the fourteenth, fifteenth and sixteenth immediately preceding Monthly Periods. Solely by way of example, the Expected Unpaid Percentage for the Monthly Vintage Pool for the May 2024 Monthly Period for any Calculation Tenor would be determined by averaging the Unpaid Rate for the applicable Calculation Tenor for the Monthly Vintage Pools advanced in January 2023, February 2023 and March 2023.

"**Initial Purchase Price**" means, in respect of any purchase of Eligible Receivables on any Purchase Date, an amount equal to (a) the Instacash Advance Amount of such Receivables, *less* (b) an amount equal to the product of 3.54% and the Instacash Advance Amount of such Receivables, *less* (c) an amount equal to the product of 3.60% and the Instacash Advance Amount of such Receivables.

"**Revised Percentage**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage calculated as described on Schedule IV. The Revised Percentage shall be recalculated and shall reset with respect to each Monthly Vintage Pool and once recalculated and reset, such Revised Percentage shall be effective until reset again with the next Monthly Vintage Pool.

"**Unpaid Rate**" means, as of any date of determination with respect to any Monthly Vintage Pool, a percentage equal to (i) the aggregate Instacash Advance Amount of Receivables

in such Monthly Vintage Pool that has not been repaid during the applicable Calculation Tenor, divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool.

Notwithstanding anything to the contrary contained herein, solely for purposes of calculating the Purchase Price, any deferral granted in respect of any Instacash Repayment Date shall be disregarded.

SCHEDULE IV

CALCULATION OF REVISED PERCENTAGE

For any Monthly Vintage Pool as to which a Revised Percentage is calculated, it shall be calculated as described in this Schedule IV:

1. For such Monthly Vintage Pool, start by calculating the **Base Percentage**.

2. Then, calculate the **Expected Unpaid Percentage** for each Calculation Tenor for the related Monthly Vintage Pool.

3. Thereafter, as such Monthly Vintage Pool seasons, for each Calculation Tenor, an adjustment (each, a "**Performance Adjustment**") will be calculated (as described in clauses 4. and 5. below) at the beginning of the first month following the full aging of such Monthly Vintage Pool (each such date, a "**Performance Adjustment Measurement Date**") through each Calculation Tenor. Solely by way of example, for the February 2024 Monthly Vintage Pool (the "**Feb 2024 Example Pool**"):

    a. for the 30 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning May 1, 2024;

    b. for the 60 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning June 1, 2024;

    c. for the 90 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning July 1, 2024;

    d. for the 180 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning October 1, 2024;

    e. for the 270 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning January 1, 2025; and

    f. for the 360 day Calculation Tenor for the Feb 2024 Example Pool, a Performance Adjustment will be calculated for the Monthly Period beginning April 1, 2025.

4. Each Performance Adjustment for a 30 day Calculation Tenor will be calculated by:

a. *first*, averaging the Unpaid Rates for a 30 day Calculation Tenor for each related Baseline Vintage (as defined below), thus resulting in a "**Baseline Vintage Average**"; [1] and then

b. *second*, subtracting from such Baseline Vintage Average the Expected Unpaid Percentage for the 30 day Calculation Tenor for the related Monthly Vintage Pool, as calculated in clause 2. above. The resulting percentage, which may be positive or negative, is the **Performance Adjustment** for the 30 day Calculation Tenor for such Monthly Vintage Pool.

5. Each Performance Adjustment for a 60, 90, 180, 270 or 360 day Calculation Tenor will be calculated by:

a. *first*, calculating the Baseline Vintage Average for the applicable Calculation Tenor; and then

b. *second*, subtracting from such Baseline Vintage Average the Expected Unpaid Percentage for the applicable Calculation Tenor for the related Monthly Vintage Pool; and then

c. *third*, subtracting from the resulting percentage in clause b. the Performance Adjustment for the 30 day Calculation Tenor and for each other Calculation Tenor (if any) previously calculated for such Monthly Vintage Pool (so, utilizing the example of the Feb 2024 Example Pool, a Performance Adjustment for a 180 day Calculation Tenor for the Feb 2024 Example Pool that would occur on October 1, 2024 would subtract, from the percentage derived in clause b. of this clause 5, the Performance Adjustments for the 30 day Calculation Tenor, the 60 day Calculation Tenor and the 90 day Calculation Tenor for the Feb 2024 Example Pool).

6. Finally, for any Monthly Vintage Pool, the **Revised Percentage** shall be calculated as follows:

a. *first*, take the Base Percentage for such Monthly Vintage Pool as described in clause 1 above; and then

b. *second,* calculate the sum of such Base Percentage and all Applicable Performance Adjustments (as defined below) for such Monthly Vintage Pool. The resulting percentage is the **Revised Percentage** for such Monthly Vintage Pool.

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[1] Solely by way of example, for a Performance Adjustment being calculated on May 1, 2024 for the Feb 2024 Example Pool, the Baseline Vintage Average would be calculated as the average of the Unpaid Rates for a 30 day Calculation Tenor for the Baseline Vintages, which would be the Monthly Vintage Pools for the December 2023, January 2024 and February 2024 Monthly Periods.

The following definitions are applicable to the calculations in this Schedule IV:

"**Applicable Performance Adjustments**" means, for any Monthly Vintage Pool, one or more (and up to six (6), one for each Calculation Tenor) Performance Adjustments (calculated as of the Performance Adjustment Measurement Date) relating to the performance of preceding Monthly Vintage Pools for different completed Calculation Tenors to the extent different completed Calculation Tenors exist for such preceding Monthly Vintage Pools, each of which may be a positive or negative percentage and each of which will be added to the Base Percentage for such Monthly Vintage Pool (as described in clause 6 above) for purposes of calculating the Revised Percentage for such Monthly Vintage Pool. For any Monthly Vintage Pool, the Applicable Performance Adjustments will be, for each Calculation Tenor, the Performance Adjustment for the most recent Monthly Vintage Pool (if any) that has completed such Calculation Tenor. By way of example only, for the Monthly Vintage Pool for the Monthly Period beginning September 1, 2024, the Applicable Performance Adjustments would be:

a. the Performance Adjustment for the 30 day Calculation Tenor for the June 2024 Monthly Vintage Pool;

b. the Performance Adjustment for the 60 day Calculation Tenor for the May 2024 Monthly Vintage Pool;

c. the Performance Adjustment for the 90 day Calculation Tenor for the April 2024 Monthly Vintage Pool; and

d. the Performance Adjustment for the 180 day Calculation Tenor for the January 2024 Monthly Vintage Pool;

but on such date there would be no Performance Adjustment for the 270 day Calculation Tenor or the 360 day Calculation Tenor as no preceding Monthly Vintage Pool has yet completed those Calculation Tenors.

"**Baseline Vintages**" means, in respect of any Monthly Vintage Pool, such Monthly Vintage Pool and the two (2) immediately preceding Monthly Vintage Pools. By way of example only, the Baseline Vintages for the Feb 2024 Example Pool would be the Feb 2024 Example Pool, the January 2024 Monthly Vintage Pool and the December 2023 Monthly Vintage Pool.

SCHEDULE V

SELLER INFORMATION

Legal Name:	ML Plus LLC
Fictitious names, d/b/as, trade names or similar:	N/A
Jurisdiction of Organization:	Delaware
Organizational ID:	6372410
Chief Executive Office:	249 West 17th Street, 4th Floor New York, New York 10011

SCHEDULE VI

LIST OF COMPETITORS

- SoFi Technologies, Inc.
- Nu Holdings Ltd.
- Green Dot Corporation
- Dave Inc.
- Activehours, Inc., d/b/a EarnIn
- Revolut Group Holdings Ltd
- Albert Corporation
- Varo Bank, N.A.
- Starling Bank Limited
- Chime Financial, Inc.
- Monzo Bank Ltd
- DailyPay, Inc.
- Payactiv, Inc.
- Bridge It, Inc.
- Affirm Holdings, Inc.
- Upstart Holdings, Inc.
- LendingClub Corporation
- Pagaya Technologies Ltd.
- QuinStreet, Inc.
- LendingTree, Inc.
- NerdWallet, Inc.
- Credit Karma, Inc.
- Credit Sesame, Inc.
- Bankrate, LLC
- Braviant Holdings, LLC
- Robinhood Markets, Inc.
- eToro Group Ltd.
- Webull Financial LLC
- Acorns Securities, LLC
- Public Holdings, Inc.
- Wealthfront Software LLC
- Betterment Holdings, Inc.
- Block, Inc.
- PayPal Holdings, Inc.
- Current (Finco Services, Inc.)

Annex A
Eligibility Criteria

An "**Eligible Receivable**" means a Receivable that satisfied each of the following criteria as of the related Purchase Date, as applicable:

1. is made to the Eligible MoneyLion Accountholder in accordance with the MoneyLion Instacash Terms and Conditions and for which the Eligible MoneyLion Accountholder has authorized repayment from a bank account and/or debit card, and any rescission or cancellation period with respect to such Receivable has expired;

2. has an Instacash Repayment Amount that is not zero as of the related Purchase Date;

3. is denominated in Dollars;

4. has been advanced by the Servicer or one of its Subsidiaries as an Instacash, in each case in accordance with the Eligibility Guidelines and Applicable Law;

5. the Instacash Repayment Date with respect to such Receivable is not later than 40 days following the Instacash Disbursement Date;

6. No Regulatory Trigger Event is in effect with respect to such Receivable;

7. The related MoneyLion Accountholder (a) is domiciled in the United States (as evidenced by proof of residency), (b) is not deceased, and (c) has not committed fraud in connection with any prior Instacash; provided, however, that with respect to clauses (a), (b), and (c), such determination shall be made by the Servicer and Seller through their ordinary course onboarding process and procedures;

8. Such Receivable shall have been fully funded, and no obligation to advance further funds shall exist on the part of the Servicer or any Purchaser;

9. Such Receivable shall not have been amended, waived, modified, renewed, supplemented or restated from its respective original terms, other than modifications permitted under the Servicing Agreement;

10. There have been no previous payments made thereon by the related MoneyLion Accountholder, the Servicer or any Affiliate thereof;

11. There are no proceedings or investigations pending or threatened (in writing) before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over the related MoneyLion Accountholder or their properties against such MoneyLion Accountholder in their personal capacity or against its properties: (i) asserting the invalidity of the related Receivable, or (ii) seeking any determination or ruling that, if determined adversely to such MoneyLion Accountholder, could materially and adversely affect the validity or enforceability of the related Receivable;

12. Servicer shall not be engaged in any adverse litigation with the applicable MoneyLion Accountholder, nor has the applicable MoneyLion Accountholder raised or claimed any right of rescission, offset, counterclaim, dispute, discount, adjustment or defense;

13. Such Receivable shall not be a renewal, amendment, refinance, modification, waiver or extension of any Receivable that was previously determined not to be an Eligible Receivable, except as otherwise approved in writing by the Purchaser Agent;

14. No instrument of release or waiver has been executed in connection with the MoneyLion Instacash Terms and Conditions with respect to such Receivable, and the MoneyLion Accountholder in respect of such Receivable has not been released from their obligations thereunder, in whole or in part;

15. Such Receivable has not been classified in the Servicer's or any Purchaser's records as cancelled or fraudulent, or subject to identity theft;

16. at such Receivable's Instacash Disbursement Date, the weighted average term (measured, for such Receivable, from such Instacash Disbursement Date until its Instacash Repayment Date) of all Receivables comprising the same Monthly Vintage Pool shall not be greater than 16 days; and

17. the purchase of such Receivable, when added to all of the other Purchased Receivables then owned by any Purchaser, will not cause any of the following concentration limits (the "**Concentration Limitations**") to be breached:

(a) for each Monthly Vintage Pool, (i) the aggregate Instacash Advance Amount for all Receivables with an aggregate Instacash Advance Amount outstanding with respect to a single Person at such Receivable's Instacash Application Time that is greater than or equal to $500 and less than or equal to $1,000 divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, shall be equal to or greater than 15%;

(b) for each Monthly Vintage Pool, (i) the aggregate Instacash Advance Amount for all Receivables with an aggregate Instacash Advance Amount outstanding with respect to a single Person at such Receivable's Instacash Application Time that is greater than $1,000 divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, shall not exceed 6.5%;

(c) for each Monthly Vintage Pool, Receivables advanced as a result of a deviation from the Seller's Eligibility Guidelines shall not exceed 5% of aggregate Instacash Advance Amount of such Monthly Vintage Pool;

(d) for each Monthly Vintage Pool, (i) the aggregate Instacash Advance Amount for all Receivables in Lite Tier at such Receivable's Instacash Application Time divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, shall not exceed 5 %; and

(e) for each Monthly Vintage Pool, (i) the aggregate Instacash Advance Amount for all Receivables in Experiment Tier at such Receivable's Instacash Application Time

divided by (ii) the aggregate Instacash Advance Amount for such Monthly Vintage Pool, shall not exceed 3%.

Annex B

Seller's Representations and Warranties

(a) Existence. It is duly formed, validly existing and in good standing under the laws of the State of Delaware, (ii) has all requisite limited liability company power and has all governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, (iii) is qualified to do business and is in good standing in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, except where failure to so qualify could not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, and (iv) is in compliance with all Requirements of Law, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect.

(b) Power and Authority; Enforceability. This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except that the equitable remedy of specific performance and other equitable remedies are subject to the discretion of the courts.

(c) Due Authorization. The execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action and does not require any additional approvals or consents or other action by or any notice to or filing with any Person other than any that have heretofore been obtained, given or made.

(d) No Consents. Except (x) as would not reasonably be expected to result in a Material Adverse Effect and (y) approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, no authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by it of this Agreement or for the legality, validity or enforceability thereof, except for filings and recordings in connection with this Agreement and the security interest created pursuant to this Agreement.

(e) Litigation. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 9(b) hereto, there are no actions, suits, arbitrations, investigations or proceedings (other than counterclaims relating to ordinary course collection actions by or on behalf of the it) pending or, to its knowledge, threatened in writing against it affecting any of its property before any Governmental Authority that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(f) Regulatory Action. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 9(b) hereto, to its knowledge, it is not currently under investigation by any Governmental Authority the result of which would be reasonably likely to result in a Material Adverse Effect. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 9(b) hereto, it has not been the subject of any government investigation which has resulted in the voluntary or involuntary suspension of a license, a cease and desist order, or such other action as could reasonably be expected to result in a Material Adverse Effect on its business. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 9(b) hereto, no Regulatory Trigger Event known to Seller has occurred that has not been disclosed to the Purchaser Agent.

(g) Enforceability. This Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and general principles of equity.

(h) Investment Company Act. It is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(i) Solvency; Fraudulent Conveyance. It is Solvent. It is not contemplating the commencement of an Insolvency Event in respect of it or any of its assets. The sale of Receivables on each Purchase Date by it to the applicable purchaser has a legitimate business purpose and is being effected in the ordinary course of business and the it is not transferring such Receivables with any intent to hinder, delay or defraud the applicable purchaser or any creditors of the applicable seller.

(j) Jurisdiction. As of the Closing Date, its name as it appears in official filings in its jurisdiction of organization, its jurisdiction of organization, its organization type, its organization number, if any, issued by its jurisdiction of organization and the current location of its chief executive office are set forth in Schedule V hereto, and it has only one jurisdiction of organization.

(k) Eligible Receivables. Each Receivable being transferred hereunder on a particular Purchase Date is an Eligible Receivable as of such Purchase Date (other than any Defective Receivable required to be repurchased pursuant to the terms hereof that is actually repurchased by the Seller in accordance with Section 7).

(l) Title. Immediately prior to the transfer of such Purchased Receivables and the Related Rights to the applicable Purchaser hereunder, the Seller had good and marketable title to such Purchased Receivables and the Related Rights, free and clear of all Liens (other than Permitted Liens), and, immediately upon the transfer thereof, the applicable Purchaser will have good title to such Purchased Receivables and the Related Rights, free and clear of all Liens (other than Permitted Liens).

(m) Information. All information (other than the projections and forecasts referred to below) heretofore or contemporaneously with this Agreement furnished in writing by the Seller to the Purchaser Agent or any Purchaser for purposes of or in connection with this Agreement and the transactions contemplated by this Agreement is, and all written information (other than the projections and forecasts referred to below) hereafter furnished by or on behalf of the Seller to the Purchaser Agent or any Purchaser pursuant to or in connection with this Agreement will be, when furnished, taken as a whole, true and accurate in all material respects as of the date on which such information is delivered or certified and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto that are made in accordance with the terms of the Transaction Documents). All projections and forecasts provided by the Seller are based on good faith estimates and assumptions believed by the Seller to be reasonable as of the date of the applicable projections, assumptions or forecasts; provided that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results.

(n) Patriot Act. The Seller is in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V) and any other enabling legislation or executive order relating thereto; (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26,

2001; and (c) other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations.

(o) OFAC. The Seller is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. The Seller is not (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Transaction Document would be prohibited under U.S. law.

(p) Taxes. The Seller has timely filed all material tax returns and reports required by law to have been filed by it and has paid all material Taxes due and payable with respect to each such return, except any such Taxes or charges that (a) are not delinquent, (b) remain payable without penalty or interest, or (c) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside on the Seller's books.

(q) No Material Adverse Effect. Since the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(r) Pension Plans.

(i) The Unfunded Liability of all Pension Plans does not in the aggregate exceed 20% of the Total Plan Liability for all such Pension Plans. Except as could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (i) each Pension Plan complies with all applicable requirements of law and regulations; (ii) no contribution failure under Section 430 of the Code, Section 303 of ERISA, or the terms of any Pension Plan has occurred with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA; (iii) there are no pending or, to the knowledge of the Seller, threatened claims, actions, investigations, or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or the Seller or any other member of the Controlled Group with respect to a Pension Plan or Multiemployer Plan; (iv) neither the Seller nor any other member of the Controlled Group has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to any Pension Plan; and (v) no Termination Event has occurred or is reasonably expected to occur with respect to any Pension Plan.

(ii) To the knowledge of the Seller, all contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by the Seller or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable law. Except as could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (i) neither the Seller nor any other member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan, or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such

plan; and (ii) neither the Seller nor any other member of the Controlled Group has received any notice that any Multiemployer Pension Plan is or may become insolvent.

Annex C

Purchaser Agent and Purchasers' Representations and Warranties

(a) Existence. It is duly incorporated, formed or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, formation or organization, (ii) has all requisite corporate power and has all governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, (iii) is qualified to do business and is in good standing in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, except where failure to so qualify could not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, and (iv) is in compliance with all Requirements of Law, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect.

(b) Power and Authority; Enforceability. This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except that the equitable remedy of specific performance and other equitable remedies are subject to the discretion of the courts.

(c) Due Authorization. The execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action and does not require any additional approvals or consents or other action by or any notice to or filing with any Person other than any that have heretofore been obtained, given or made.

(d) No Consents. Except as would not reasonably be expected to result in a Material Adverse Effect, no authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by it of this Agreement or for the legality, validity or enforceability thereof, except for filings and recordings in connection with this Agreement and the security interest created pursuant to this Agreement.

(e) Reasonably Equivalent Value. The Purchaser has given reasonably equivalent value and fair consideration to the Seller in consideration for each purchase of Assets under the Agreement, no such transfer has been made for or on account of an antecedent debt owed by the Seller to Purchaser Agent or any Purchaser, and no such transfer is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(f) Patriot Act. It is in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V) and any other enabling legislation or executive order relating thereto; (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001; and (c) other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations.

(g) OFAC. It is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. It is not (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN

List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Transaction Document would be prohibited under U.S. law.

(h) No Material Adverse Effect. Since the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(i)

Exhibit A
Form of Confirmation

This confirmation (this "**Confirmation**") relates, and forms part of, that certain Master Receivables Purchase Agreement dated as of June 30, 2024 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Master Receivables Purchase Agreement**"), by and among ML Plus LLC, a Delaware limited liability company (the "**Seller**"), the Purchasers from time to time party thereto (each, a "**Purchaser**") and Sound Point Capital Management, LP, as purchaser agent. Unless otherwise defined, terms used in this Confirmation shall have the same meanings as defined (or otherwise set forth) in the Master Receivables Purchase Agreement.

Seller hereby offers to sell to Purchaser the Receivables (and the Related Rights) listed in the Eligible Receivables Schedule attached hereto as Annex A on the Purchase Date set forth below at the aggregate Purchase Price set forth below and in each case in accordance with the Master Receivables Purchase Agreement.

The Purchase Date is [__].

The aggregate Purchase Price in respect of such Assets being sold pursuant to this Confirmation is $[__].

The payment by Purchaser to Seller of the aggregate Purchase Price listed above on the Purchase Date shall for all purposes be deemed an acceptance of the offer of sale of the Receivables described herein (and the Related Rights), and upon such acceptance this Confirmation shall serve for all purposes as a legal, binding and enforceable bill of sale and assignment for each Receivable described herein (and the Related Rights).

Sincerely yours,

ML PLUS LLC

Annex A to Confirmation

Eligible Receivables Schedule

[Exhibit A]

Exhibit B
Form of Back-up UCC-1

[Exhibit B]

Exhibit C
Form of Confirmation (Repurchase)

For value received, the receipt of which is hereby acknowledged, SP Main Street Funding I LLC, a Delaware limited liability company (the "**Repurchase Seller**"), does hereby sell, transfer, assign, set over and otherwise convey unto ML Plus LLC, a Delaware limited liability company (the "**Repurchase Purchaser**"), all right, title and interest of the undersigned in and to all Receivables identified on Schedule A hereto and all Related Rights with respect thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Master Receivables Purchase Agreement dated as of June 30, 2024 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Master Receivables Purchase Agreement**"), by and among the Repurchase Seller, the Purchasers from time to time party thereto and Sound Point Capital Management, LP, as purchaser agent.

This Confirmation (Repurchase) is being entered and delivered pursuant to and subject to the terms and conditions set forth in the Master Receivables Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Master Receivables Purchase Agreement and the terms hereof, the Master Receivables Purchase Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Confirmation (Repurchase) to be duly executed as of [__], 202[_].

SP MAIN STREET FUNDING I LLC

By: _____
Name:
Title:

Acknowledged and agreed:

ML PLUS LLC

By: _____
Name:
Title:

Exhibit D

Form of Joinder Agreement to Master Receivables Purchase Agreement

This JOINDER AGREEMENT (this "**Agreement**") dated as of [ ], 202[ ] is executed by the undersigned the ("**Additional Purchaser**") in connection with: (i) that certain Master Receivables Purchase Agreement, dated as of June 30, 2024 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Master Receivables Purchase Agreement**"), among the Purchasers from time to time party thereto, Sound Point Capital Management, LP, as purchaser agent (the "**Purchaser Agent**") and ML Plus LLC, a Delaware limited liability company, as seller (the "**Seller**"); and (ii) that certain Servicing Agreement, dated as of June 30, 2024 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Servicing Agreement**"), among the Purchasers from time to time party thereto, Purchaser Agent and MoneyLion Technologies Inc., a Delaware corporation, as servicer (the "**Servicer**"). Capitalized terms not otherwise defined herein are being used herein as defined in the Master Receivables Purchase Agreement.

WHEREAS, the Additional Purchaser desires to be joined as a Purchaser under the Master Receivables Purchase Agreement pursuant to Section 15 thereof and to be joined as a Purchaser under the Servicing Agreement pursuant to Section 14 thereof.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Purchaser hereby agrees as follows:

1. The Additional Purchaser is a "Purchaser" under the Master Receivables Purchase Agreement and the Servicing Agreement, effective upon the date of that it executes this Agreement. All references in the Master Receivables Purchase Agreement and the Servicing Agreement to the term "Purchaser" or "Purchasers" shall be deemed to include the Additional Purchaser in those respective capacities. Without limiting the generality of the foregoing, the Additional Purchaser hereby repeats and reaffirms all covenants, agreements, representations and warranties made or given by a Purchaser contained in the Master Receivables Purchase Agreement and the Servicing Agreement.

2. The Additional Purchaser shall, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that the Seller or Servicer may reasonably request, from time to time, in order to perfect, protect or more fully evidence the transactions contemplated hereby, the Master Receivables Purchase Agreement and the Servicing Agreement.

3. This Agreement is a Transaction Document.

4. This Agreement, and all disputes, claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and

construed and enforced in accordance with, the laws of the State of New York, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

The undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL PURCHASER], a [ ]

By: _____
Name:
Title:

Additional Purchaser's Notice Details: [__]

Additional Purchaser's FedWire Details: [__]

ML Plus LLC, as Seller

By: _____
Name:
Title:

MoneyLion Technologies Inc., as Servicer

By: _____
Name:
Title:

Exhibit E
Eligibility Guidelines

Instacash Eligibility Rule, Policy & Guidelines

Instacash: Instacash is an advance service that provides our customers with convenient, fast and early access to funds up to a set limit.

The advance service provided is based on anticipated future recurring direct deposits of income or other amounts into a RoarMoney account or an external linked bank account. We do not conduct any type of credit check.

There are no mandatory fees, interest or other charges for accessing Instacash -- users may pay an optional tip in appreciation of the service and elect to pay an optional Turbo Fee for expedited funds delivery.

Onboarding Criteria

All users interested in Instacash are subjected to Onboarding Criteria to gain access to Instacash. Once users fulfill these Criteria and have access to Instacash, they are then subjected to Maintenance Criteria (detailed in the next section) to maintain their Instacash Eligibility.

There are 3 Onboarding options users can opt for:

1) 'Standard' Instacash Sign Up - These are marked as "Lite", "Lite BV" or "Core" tiers in our internal data and reporting.
2) Credit Builder Plus (CB+) Sign Up - our CB+ membership product that also provides Instacash as part of its services. These are marked as "Credit Builder Plus Tier"
3) Recurring Direct Deposit in RoarMoney account - Switch a recurring Direct Deposit into their RoarMoney account also provides access to Instacash. These are marked as "Direct Deposit Tier"

As MoneyLion is constantly experimenting to improve the eligibility process, some are given access to Instacash. These are marked as "Experimental Tiers"

The Onboarding Criteria is done in 3 broad categories:

- Input Validation – Basic validation of customer input information, internal rules comparing to the MoneyLion database, *exclusions of known high risk users by SSNs and Emails*
- Identity/Fraud Verification – identity is verified using LexisNexis Instant ID product, considering customer input name, address, DOB, SSN, and phone. *Verification of valid age and geographic location of user*
- Bank Verification – *Bank account validation relative to account linkage and exclusion of users with suspended RoarMoney Accounts. Risk assessment of linked bank account history and usage using rules & scoring models*

Credit Builder Plus Sign Up Enrollment Criteria

- Refer to CB+ Underwriting Policy for details.

Recurring Direct Deposits in RoarMoney Account

Users will need to:

1) have an active RoarMoney account, which requires going through MoneyLion's core onboarding process, including Input Verification and Identity/Fraud Verification processes.
2) switch their recurring Direct Deposits to their RoarMoney account.

Once it is detected, users will have access to Instacash.

Maintenance Criteria

Once a user has gained Instacash access via any of the above 3 Onboarding options. Users will be subjected to Instacash Eligibility Maintenance Criteria.

1) Instacash Access. Users will not be able to take anymore Advances if:
    a) Late on any of our Loan obligations
    b) Have Unpaid Instacash balances that is past scheduled repayment
    c) Have an Open Deferred Instacash
    d) Is found fraudulent and blacklisted
2) Instacash Eligible Amount
    Users' Instacash Eligible Amount is re-evaluated on a continuous based on detected cash flows within linked bank accounts

Exhibit F
Form of Compliance Certificate

DATE: _____

To: Sound Point Capital Management, LP, as Purchaser Agent
375 Park Avenue, 33rd Floor
New York, NY 10152
Attention: General Counsel
Tel: (212) 895-2288
Email: wruberti@soundpointcap.com
compliance@soundpointcap.com

Please refer to the Master Receivables Purchase Agreement dated as of June 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Sound Point Capital Management, LP, as Purchaser Agent, the Purchasers party thereto and ML Plus LLC, a Delaware limited liability company (the "Seller"). Terms used but not otherwise defined in this Compliance Certificate are used in this Compliance Certificate as defined in the Purchase Agreement.

As of the last day of the most recently completed Monthly Period, the Unpaid Rate (30 Days) of the following Monthly Vintage Pools are:

Monthly Vintage Pool	Unpaid Rate (30 Days)
July 2024	[ ]%
August 2024	[ ]%
Etc.	[ ]%

As of the last day of the most recently completed Monthly Period, the Unpaid Rate (60 Days) of the following Monthly Vintage Pools are:

Monthly Vintage Pool	Unpaid Rate (60 Days)
July 2024	[ ]%
August 2024	[ ]%
Etc.	[ ]%

(a) As of the last day of the most recently completed Monthly Period, the 3-Month Average Unpaid Rate (30 Days) is _____%;[2]

(b) As of the last day of the most recently completed Monthly Period, the 3-Month Average Unpaid Rate (60 Days) is _____%;[3]

(c) As of the last day of the most recently completed Monthly Period, unencumbered cash and cash equivalents of the Parent and its Subsidiaries is $_____; and [4]

(d) As of the last day of the most recently ended fiscal quarter that ended at least sixty days prior to the date of this Compliance Certificate, commencing with the fiscal quarter ending January 2, 2026, the estimated operating revenue of Parent was $_____, reflecting an [increase] [decrease] of ___% from the last day of the immediately preceding fiscal quarter as to which this measure was reported. [5]

Pursuant to Section 9(c)of the Purchase Agreement, the undersigned, solely in his/her capacity as an authorized officer of the Seller, certifies that, [except as otherwise disclosed to the Purchaser Agent pursuant to the Purchase Agreement, during the most recently completed Monthly Period, no Event of Termination has occurred.] [please see below the details of any Event of Termination that has occurred during the most recently completed Monthly Period.]

[signature page follows]

[2] Include following the Monthly Period ending on July 31, 2024
[3] Include following the Monthly Period ending on July 31, 2024
[4] In the event that this is less than $30,000,000, Parent shall have five (5) Business Days to cure such deficiency
[5] Should not reflects a decrease of greater than twenty-five percent (25%) from the last day of the immediately preceding fiscal quarter as to which this measure was reported.

Seller has caused this Compliance Certificate to be executed and delivered by its duly authorized officer on the date first set forth above.

ML PLUS LLC,
as Seller

By: _____

Name:

Title:

SERVICING AGREEMENT

THIS SERVICING AGREEMENT (this "**Agreement**") is made and entered into as of June 30, 2024, by and MoneyLion Technologies Inc., a Delaware corporation (the "**Servicer**"), Sound Point Capital Management, LP, a Delaware limited partnership, as purchaser agent (the "**Purchaser Agent**"), SP Main Street Funding I LLC, a Delaware limited liability company (the "**Initial Purchaser**"), and the Additional Purchasers that may from time to time become party hereto (together with the Initial Purchasers, each individually, a "**Purchaser**" and collectively, the "**Purchasers**").

RECITALS

WHEREAS, the Purchaser Agent and the Purchasers desire to appoint the Servicer, and the Servicer desires to accept such appointment, to service certain Purchased Receivables which may be transferred to the applicable Purchaser from time to time pursuant to the terms of the Master Receivables Purchase Agreement, dated as of June 30, 2024 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Purchase Agreement**"), by and among the Purchaser Agent, the Purchasers party thereto and ML Plus LLC, a Delaware limited liability company, as seller; and

WHEREAS, the Purchaser Agent, the Purchasers and the Servicer desire to execute this Agreement to define the rights, duties and obligations of each party hereto with respect to any such Purchased Receivables.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions and Interpretations.

(a) (a) Definitions. All capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings assigned to such terms in this Section 1(a) or in the Purchase Agreement:

"**Agreement**" has the meaning set forth in the introductory statement hereto, as amended, supplemented or otherwise modified from time to time.

"**Authorized Officer**" means, as applied to any Person, any individual holding the position of chairman of the board (if an officer), chief executive officer, president, chief financial officer, general counsel, treasurer or controller (or, in each case, the equivalent thereof).

"**Bankruptcy Code**" shall mean Title 11 of the United States Code, 11 U.S.C. §§ 101 et. seq., as amended from time to time.

"**Borrower Account**" means that certain deposit account at the Borrower Account Bank, held in the name of the Initial Purchaser with account number 890-000-171-094.

"**Borrower Account Bank**" means Axos Bank and any successor thereto.

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

"**Indemnified Liabilities**" has the meaning set forth in Section 12 hereto.

"**Indemnified Person**" has the meaning set forth in Section 12 hereto.

"**Net Collections Amount**" means, for any Monthly Period, the aggregate cash payments made by or behalf of the MoneyLion Accountholders in respect of Purchased Receivables, whether in the form of cash, checks, wire transfers, electronic transfers or any other form of cash payment but excluding in all cases any Excluded Amounts.

"**Permitted Receivable Modification**" means, with respect to any Receivable, Qualified Deferrals, any waiver, modification or variance of any term of any Receivable or any consent to the postponement of strict compliance with any such term or any other grant of an indulgence or forbearance to the related MoneyLion Accountholder, in each case, granted by the Servicer either (i) in accordance with the Servicing Standard and is determined by Servicer at the time of such modification to be a practical manner to obtain a reasonable recovery from such Receivable based upon its prior servicing experience for similar receivables or (ii) is required by Applicable Law.

"**Purchase Agreement**" has the meaning set forth in the recitals hereto.

"**Purchased Receivable**" has the meaning set forth in the Purchase Agreement.

"**Purchased Receivables File**" means an electronic file, in a computer readable format reasonably satisfactory to the Purchaser Agent containing the data files listed on the Data Tape with respect to the Purchased Receivables and the Monthly Servicing Reports.

"Qualified Deferral" means a deferral of an Instacash Repayment Date by up to two weeks as long as the related MoneyLion Accountholder's current outstanding Instacash Advance Amount has not been deferred before and there are no pending payments in respect of the related Instacash.

"**Qualified Institution**" means a depository institution or trust company organized under the laws of the United States of America or any one of the States thereof or the District of Columbia (or any domestic branch of a foreign bank), (i)(A) that has either (1) a long term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short term unsecured debt rating or certificate of deposit rating of "A 1" or better by S&P or "P 1" or better by Moody's, (B) the parent corporation of which has either (1) a long term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short term unsecured debt rating or certificate of deposit rating of "A 1" or better by S&P and "P 1" or better by Moody's or (C) is otherwise reasonably acceptable to the Purchaser Agent and (ii) the deposits of which are insured by the Federal Deposit Insurance Corporation.

"**Servicer**" has the meaning set forth in the introductory statement hereto.

"**Servicer Account**" means (i) as of the Third Omnibus Amendment Effective Date, a deposit account established at each of Silicon Valley Bank and JPMorgan Chase Bank, N.A., respectively, and owned and maintained by Servicer and (ii) thereafter, any successor deposit account that is established at a Qualified Institution as may be designated by the Servicer to the Purchaser Agent upon not less than (5) Business Days' prior written notice..

"**Servicer Event of Default**" has the meaning set forth in Section 10(a) hereto.

"**Servicing Fee**" has the meaning set forth in Section 6 hereto.

"**Servicing Fee Rate**" means one and one-half percent (1.50%).

"**Servicing Guidelines**" means the written servicing policies and procedures of the Servicer, as in effect on the Closing Date, as modified from time to time in accordance with the terms of Section 9(f).

"**Servicing Standard**" has the meaning set forth in Section 2(a) hereto.

"**Settlement Date**" has the meaning set forth in Section 6 hereto.

"**Successor Servicer**" has the meaning set forth in Section 10(a) hereto.

"**Successor Servicing Agreement**" has the meaning set forth in Section 9(a) hereto.

"**Termination Notice**" has the meaning set forth in Section 10(a) hereto.

"**Third Omnibus Amendment Effective Date**" means March 16, 2026.

"**Treasury Regulations**" means such provisions of the income tax regulations of the United States Department of the Treasury or any successor provisions promulgated under the Code.

(b) (b) Other Definitional Provisions.

(i) (i) Unless otherwise specified, references to any amount as on deposit or outstanding on any particular date shall mean such amount at the close of business on such day.

(ii) (ii) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Section, Schedule or Exhibit shall be to a Section, a Schedule or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(iii) (iii) In the event that any reports are not available to any Person on the date on which such Person is required to make a determination of whether a computational test has been satisfied pursuant hereto, such determination shall be made using the most current available information.

2. Appointment of Servicer and Servicing Duties.

(a) (a) Servicer Servicing Duties. The Purchasers and the Purchaser Agent hereby appoint Servicer, and Servicer hereby accepts such appointment to act as the contractual representative to service the Purchased Receivables on behalf of the Purchasers pursuant to the terms and conditions of this Agreement. The Servicer agrees to service the Purchased Receivables in accordance with the standard of care set forth in Section 5 (the "**Servicing Standard**"). Servicer shall take all lawful actions and procedures which Servicer deems necessary or advisable to service, and collect on, the Purchased Receivables in accordance with the Servicing Guidelines. The foregoing notwithstanding, the Servicer shall not institute judicial proceedings on behalf of the applicable Purchaser in any manner which would be violation of Applicable Law and, in any case, without such Purchaser's prior consent, which consent shall be deemed given on all ordinary course matters relating to collection of all amounts owing under the terms and conditions of any Purchased Receivable. In furtherance of the foregoing, the Servicer shall perform the following services until it is no longer required to do so in accordance with Section 11:

(i) (i) The Servicer shall:

1. In a manner consistent with the Servicing Guidelines and the Servicing Standard, collect all payments in respect of each Purchased Receivable in accordance with the terms of such Purchased Receivable. It is understood and agreed that all payments received from a MoneyLion Accountholder in respect of Instacash Repayment Amounts shall be applied (i) first, as a repayment of all outstanding Instacash Advance Amounts of such MoneyLion Accountholder until all such Instacash Advance Amounts have been repaid in full, and (ii) thereafter, to any outstanding Excluded Amounts relating thereto.

2. (A) Use commercially reasonable efforts to cause all Collections with respect to Purchased Receivables to be deposited in a Servicer Account by each third-party payment processor utilized by the Servicer and (B) promptly, but in any event within one (1) Business Day after the Servicer's receipt of such Collections, identify such Collections that are Advance Collections and transfer such Advance Collections to the Borrower Account (net of any Servicing Fee solely if such Business Day is a Settlement Date).

(ii) (ii) With respect to any Purchased Receivable which remains unpaid past the related Instacash Repayment Date, or in which such a non-payment is imminent, the Servicer shall undertake, in accordance with the Servicing Standard, such servicing actions set forth in the Servicing Guidelines.

(iii) (iii) The Servicer shall not permit the commingling of Collections with respect to the Purchased Receivables at any time with its funds or the funds of any other Person, other than (x) in a Servicer Account, until timely transferred to the Borrower Account as described in Section 2(a)(i)2 above, and (y) with respect to the funds related to a Defective Receivable, an Underperforming Receivable or any Receivable repurchased by the Seller in accordance with Section 7(b) or Section 10 of the Purchase Agreement, so long as the Servicer clearly indicates that any such funds are to be held for the benefit of the Seller and Servicer requests any such funds to be transferred out of the Borrower Account within three (3) Business Days following the deposit thereof; provided, that, inadvertent and non-reoccurring errors by Servicer in applying proceeds that are promptly cured, shall not be considered a breach of

this covenant. In the event that the Servicer deposits into the Borrower Account any amount not required to be deposited therein, the Purchaser Agent shall cooperate with the Servicer to refund such amount from deposits to the Borrower Account.

(iv) (iv) Such other duties as the Servicer and the Purchasers may mutually agree to.

(b) (b) No Ownership Rights. Notwithstanding the foregoing, the Servicer acknowledges and agrees that the Servicer shall have no ownership rights in and to the Purchased Receivables.

(c) (c) Modification of Purchased Receivables. Other than (i) any Permitted Receivable Modifications or (ii) with the prior consent of the Purchaser Agent, the Servicer may not amend, modify or waive any term or condition of any Purchased Receivable.

(d) (d) Delegation. The Servicer may, without the prior written consent of the Purchaser Agent, delegate its responsibilities to any subservicer in the ordinary course of the Servicer's performing its obligations hereunder and consistent with Servicer's customary practice, subject to such third parties being under the control, supervision and direction of the Servicer; provided, however, that any such delegation shall not affect the Servicer's obligations and liabilities hereunder.

(e) (e) Maintenance of and Access to Records. The Servicer, in its capacity as custodian, shall keep safely all electronic files of the Purchased Receivables Files in its possession as necessary to conduct collection and other servicing activities in accordance with its customary practices and procedures. The Servicer, in its capacity as custodian, shall provide to the Purchaser Agent or its duly authorized representatives, attorneys or auditors electronic access to view the Purchased Receivables File maintained by the Servicer as the Purchaser Agent shall reasonably request which do not unreasonably interfere with the Servicer's normal operations or customer or employee relations.

(f) (f) Release of Documents. Upon written instruction from the Purchaser Agent, the Servicer, in its capacity as custodian, shall release (or provide online access to view the Purchased Receivables Files posted on an electronic portal maintained by the Servicer or any third-party service provider) or cause to be released any Purchased Receivables File to the Purchaser Agent, the Purchaser Agent’s agent or its designee, as the case may be, at such place or places as the Purchaser Agent may designate, as soon as practicable (but in no event more than seven (7) days after the date of such request). Notwithstanding the foregoing, the Purchaser Agent shall provide, or cause its agent to provide, access to such Purchased Receivables File to the Servicer for the purpose of carrying out its duties and responsibilities with respect to the servicing of Purchased Receivables hereunder.

3. Reporting and Other Information.

(a) The Servicer will provide, as reasonably requested by the Purchaser Agent, a back-up servicing tape or disk or data file acceptable to Purchaser Agent, such that upon the occurrence of the election by Purchaser Agent following a Servicer Event of Default, the Backup Servicer or any other third-party servicer selected by Purchaser Agent pursuant to the terms of the Purchase Agreement can commence the immediate servicing of the Purchased Receivables.

4. (b) On each Business Day, the Servicer shall determine in good faith the allocation of all amounts on deposit in each Servicer Account constituting Collections. Not later than 5:00 p.m. (Eastern Standard Time) on each Business Day, the Servicer shall provide to the Backup Servicer and the Purchaser Agent a reconciliation report substantially in the form set forth on Exhibit A hereto (or such other form reasonably acceptable to the Servicer and the Purchaser Agent) (the "**Daily Reconciliation Report**") specifying the amount of Collections that are allocable to the Collection Account pursuant hereto.

5. (c) Not later than 5:00 p.m. (Eastern Standard Time) on each Purchase Date, the Servicer shall provide to the Backup Servicer and the Purchaser Agent online access to view a data tape in the form attached hereto as Exhibit B that consists of most recent originations, Advance Collections, and advance status update, in each case, setting forth information relating to the Purchased Receivables that took place on the immediately preceding Purchase Date (the "**Data Tape**") posted on an electronic portal maintained by the Servicer or any third-party service provider.

6. (d) Not later than 5:00 p.m. (Eastern Standard Time) on the fifth Business Day of each calendar month, the Servicer shall provide to the Backup Servicer and the Purchaser Agent online access to view a monthly servicing report in form and substance consistent in all material respects with similar reports provided to the Purchaser Agent's Affiliate prior to the Closing Date setting forth information relating to the Servicer's servicing of the Purchased Receivables (the "**Monthly Servicing Report**") and a data tape which includes the data to support the calculations in the Monthly Servicing Reports posted on an electronic portal maintained by the Servicer or any third-party service provider. Upon discovery of any error or receipt of notice of any error in any Monthly Servicing Report, the Servicer and the Purchaser Agent shall arrange to confer and shall agree upon any adjustments necessary to correct any such errors.

7. Inspections and Examinations.

8. (a) The Servicer will permit or cause to be permitted, as applicable, any authorized representatives designated by the Purchaser Agent (which such authorized representatives may be unaffiliated third parties) to visit and inspect any of the properties of the Servicer at any time, and from time to time upon reasonable advance notice and during normal working hours, to inspect, copy and take extracts from its books, records, financial statements, credit and collection policies, legal and regulatory compliance, operating and reporting procedures and information systems and to discuss its affairs, finances and accounts with any employees of the Servicer. Servicer agrees to pay the Purchaser Agent's reasonable, customary and documented out-of-pocket expenses for any such field examination and audit and the preparation of reports thereof performed or prepared only once in any calendar year in an aggregate amount not to exceed thirty five thousand Dollars ($35,000) in any calendar year.

(a) (b) Servicer shall hold and maintain all electronic documents evidencing or pertaining to the Purchased Receivables representing the same in trust for the exclusive benefit of the Purchaser Agent (on behalf of the Purchasers) during the term of this Agreement.

9. The Servicer's Standard of Care and Diligence.

The Servicer agrees to diligently perform the services contemplated hereunder in good faith and in accordance with industry standards customary for servicing financial transactions of the type which comprise the portfolio of Purchased Receivables, in accordance with the specific terms of such consumer

receivables, with the same care, skill and diligence with which prudent receivables servicers service comparable receivables, all in accordance with all Applicable Law and in accordance with the Servicing Guidelines.

10. The Servicer's Fees and Expenses.

With respect to each Monthly Period, the Servicer shall receive as full compensation for its services hereunder a monthly servicing fee equal to the Servicing Fee Rate *times* the Net Collections Amount for such Monthly Period (the "**Servicing Fee**"). The Servicer shall be responsible for all reasonable out-of-pocket costs and expenses of the Servicer due and payable in connection with the performance of its duties hereunder. The Servicing Fee for any Monthly Period shall be due and payable within five (5) Business Days immediately following such Monthly Period (each such day, a "**Settlement Date**"), commencing with July 8, 2024. The Servicing Fee shall, on each Settlement Date, be deducted by the Servicer from Advance Collections required to be deposited into the Borrower Account as described in Section 2(a)(i)2 above.

11. Servicer Representations and Warranties.

To induce the Purchasers and the Purchaser Agent to enter into this Agreement, the Servicer represents and warrants to the Purchasers and the Purchaser Agent as of the Closing Date and as of each Purchase Date that:

(a) Existence. It is (i) duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (ii) has all requisite corporate power and has all governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, (iii) is qualified to do business and is in good standing in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, except where failure to so qualify could not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect, and (iv) is in compliance with all Requirements of Law, except as would not reasonably be expected (either individually or in the aggregate) to result in a Material Adverse Effect.

(b) Power and Authority; Enforceability. This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except that the equitable remedy of specific performance and other equitable remedies are subject to the discretion of the courts.

(c) Due Authorization. The execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action and does not require any additional approvals or consents or other action by or any notice to or filing with any Person other than any that have heretofore been obtained, given or made.

(d) No Consents. Except (x) as would not reasonably be expected to result in a Material Adverse Effect and (y) approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, no authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by it of this Agreement or for the legality, validity or enforceability thereof, except for filings and recordings in connection with this Agreement and the security interest created pursuant to this Agreement.

(e) Litigation. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 8(d) hereto, there are no actions, suits, arbitrations, investigations or proceedings pending or, to its knowledge, threatened in writing against it affecting any of its property before any Governmental Authority that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(f) Regulatory Action. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 8(d) hereto, to its knowledge, it is not currently under investigation by any Governmental Authority the result of which would be reasonably likely to result in a Material Adverse Effect. Except for any Regulatory Trigger Event which has been disclosed pursuant to Section 8(d) hereto, it has not been the subject of any government investigation which has resulted in the voluntary or involuntary suspension of a license, a cease and desist order, or such other action as could reasonably be expected to result in a Material Adverse Effect on its business.

(g) Solvency. It is Solvent. It is not contemplating the commencement of an Insolvency Event in respect of it or any of its assets.

(h) Ability to Perform. The Servicer has the requisite facilities, procedures, and experienced personnel necessary for the sound servicing of the Purchased Receivables in accordance with this Agreement. The Servicer does not believe, nor does it have any reason or cause to believe, that it cannot perform the duties and obligations of the Servicer contained in this Agreement.

(i) Reports Accurate. All reports (including, Monthly Servicing Reports) information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer to the Purchasers, the Purchaser Agent or the Backup Servicer in connection with this Agreement are, taken as a whole, accurate, true and correct in all material respects as of the date specified therein or the date so furnished, as applicable.

(j) Compliance with the Servicing Guidelines. With respect to the servicing of the Purchased Receivables, the Servicer has complied in all material respects with the Servicing Guidelines.

(k) Investment Company Act. It is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(l) Information Security Program. The Servicer maintains an information security program that is reasonable and in compliance with applicable law and the Servicer's collection, storage, processing, use, transmission and disclosure of any "non-public personal information" (as defined in the regulations under the Gramm-Leach-Bliley Act) or other sensitive information regarding individuals, their employment, family, health, racial or financial status, comply with all privacy policies, contractual obligations, and applicable law, except where failure to comply or to have complied with applicable law could not reasonably be expected to have a material adverse effect on the value or collectability of the affected Purchased Receivable.

(m) Location of Principal Place of Business; Chief Executive Office. As of the Closing Date, the Servicer's principal place of business and chief executive office, and the offices where it keeps tangible records concerning the Purchased Receivables is 249 West 17th Street, 4th Floor, New York, NY 10011.

12. Affirmative Covenants.

The Servicer covenants and agrees that during the term of this Agreement, unless the Purchaser Agent shall otherwise consent in writing, the Servicer will:

(a) Existence; Licenses, etc. Perform all actions reasonably necessary to preserve and keep in full force and effect its corporate existence, and qualifications, permits and licensing as and where

required to perform its obligations under this Agreement and comply with all laws applicable to the Servicer and its activities where the failure to so comply would reasonably be expected to result in a Material Adverse Effect.

(b) Personnel. Maintain adequate and qualified personnel to perform the duties undertaken herein with respect to the Purchased Receivables.

(c) Cooperation. Reasonably cooperate with the Backup Servicer (once engaged) or, if applicable, any Successor Servicer engaged by the Purchaser Agent (on behalf of the Purchasers) in accordance herewith.

(d) Notice of Default or Regulatory Trigger Event. The Servicer will deliver to the Purchaser Agent (on behalf of the Purchasers), promptly, and in any event within five (5) [1] Business Days of any Authorized Officer of the Servicer obtaining knowledge of (i) any condition or event that constitutes a Servicer Event of Default or that after notice or lapse of time or both would constitute a Servicer Event of Default or that notice has been given to the Servicer or any of its subsidiaries with respect thereto; (ii) the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a materially adverse effect on the business, a material portion of the Purchased Receivables, properties or financial condition of the Servicer to perform the services provided for herein or (iii) the occurrence of any of the events described in the definition of Regulatory Trigger Event that, in the Servicer's reasonable, good faith discretion, would reasonably be expected to result in a Regulatory Trigger Event, a certificate of such Authorized Officer specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Servicer Event of Default, potential Regulatory Trigger Event, and what action the Servicer or any of its Affiliates, as applicable, has taken, is taking and proposes to take with respect thereto.

(e) Other Covenants of Servicer.

(i) At any time or from time to time upon the request of the Purchaser Agent, the Servicer will, at its expense, promptly execute, acknowledge and deliver such further documents and do such other acts and things as the Purchaser Agent may reasonably request in order to effect fully the purposes of this Agreement.

(ii) The Servicer shall duly satisfy all obligations on its part to be fulfilled under or in connection with each Purchased Receivable and the MoneyLion Instacash Terms and Conditions, as applicable, and will comply in all respects with all Requirements of Law in connection with servicing each Receivable and the MoneyLion Instacash Terms and Conditions, as applicable, the failure to comply with which would reasonably be expected to result in a Material Adverse Effect.

(iii) In addition, and without limiting any other provision herein, the Servicer agrees to cooperate and use its commercially reasonable efforts at all times in providing, at the Servicer's expense, the Backup Servicer (or any other applicable Successor Servicer) with reasonable access during normal working hours to Servicer's employees and to any and all of the books, records (in electronic or other form) or other information reasonably requested by the Backup Servicer (or any other applicable Successor Servicer) to enable the Successor Servicer to assume the servicing in respect of the Purchased Receivables. Subject to the following sentence, the Servicer's obligation to provide such access shall be applicable at all times (regardless of whether (x) the Servicer's obligations have been terminated hereunder or (y) a Servicer Event of Default has occurred). Unless a Servicer Event of Default has occurred and is continuing, the Backup Servicer (or any other applicable Successor Servicer) shall provide reasonable prior notice to the Servicer of any request for access pursuant to this paragraph, and such access shall be limited to four (4) times per year.

[1] NTD: Just conforming to the timing in Section 9(b) of the MPA.

(f) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Purchased Receivables, including the Purchased Receivables Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for servicing of Purchased Receivables.

(g) Merger, Consolidation or Sale of Assets. Any Person (i) into which the Servicer may be merged, amalgamated or consolidated, (ii) resulting from any merger, amalgamation or consolidation to which the Servicer is a party and in which the Servicer is not the surviving entity, (iii) that acquires by conveyance, transfer or lease substantially all of the assets of the Servicer or (iv) succeeding to the business of the Servicer, which Person shall in each case execute an agreement of assumption to perform every obligation of the Servicer under this Agreement, shall be the successor to the Servicer under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement.

(h) Tax Returns. The Servicer will pay all material Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; provided that, no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as adequate reserve or other appropriate provision, as shall be required in conformity with GAAP shall have been made therefor.

13. Negative Covenants.

(a) Servicer shall not resign from the obligations and duties hereby imposed on it except (i) by mutual consent of the Servicer and the Purchaser Agent, (ii) upon the determination evidenced by an opinion of counsel to the Servicer, in form and substance reasonably satisfactory to the Purchaser Agent, that its servicing duties hereunder are no longer permissible under Applicable Law and such incapacity cannot be cured by the Servicer, in which event the Servicer may resign as servicer or (iii) upon execution at the direction of the Purchaser Agent by the Successor Servicer of a successor servicing agreement (the "**Successor Servicing Agreement**"). No such resignation shall become effective until a Successor Servicer shall have assumed the Servicer's responsibilities and obligations hereunder in accordance with the terms hereof.

(b) Notwithstanding anything to the contrary herein, Servicer will not sell, assign or otherwise transfer or dispose of any Purchased Receivables, without the prior written consent of the Purchaser Agent.

(c) The Servicer shall take no action which, nor omit to take any action the omission of which, would impair the rights of a Purchaser in any Purchased Receivables.

(d) [Reserved].

(e) Change of Name or Location of Chief Executive Office. The Servicer shall not change its name or its state of organization, move the location of its principal place of business and chief executive office, and the offices where it keeps tangible records concerning the Purchased Receivables from the location referred to in Section 7(m), unless the Servicer has given at least ten (10) days' (or such shorter period as agreed by the Purchaser Agent) prior written notice to the Purchaser Agent.

(f) Servicing Guidelines. The Servicer shall not amend or otherwise modify the Servicing Guidelines in any manner that would reasonably be expected to have a material adverse effect on the interests of the Purchasers without the prior written consent of the Purchasers. It is acknowledged and agreed that any modification to the Servicing Guidelines that would not be reasonably be expected to

have a material adverse effect on the interests of the Purchasers (as determined by the Servicer in a commercially reasonable manner) may be made by the Servicer without consent from any Purchaser or the Purchaser Agent and without notice to any Purchaser or the Purchaser Agent.

14. Servicer Event of Default.

(a) (a) Each of the following shall constitute a Servicer Event of Default (each, a "**Servicer Event of Default**"):

(i) (i) failure of the Servicer to perform or comply with any term or condition contained in Section 2(a)(i)(2) and such failure shall remain unremedied for three (3) Business Days after receipt by the Servicer of notice from the Purchaser Agent of such default;

(ii) (ii) The Servicer shall default in any material respect in the performance of or compliance with any term contained herein (provided however, with respect to any terms contained herein that already include a material qualifier, this clause shall not be deemed to include a material qualifier), other than any such term referred to in any other Section of this Section 10, and such default shall not have been remedied or waived within ten (10) days after receipt by the Servicer of notice from the Purchaser Agent of such default;

(iii) (iii) any representation, warranty, certification or other statement made or deemed made by the Servicer or in any statement or certificate at any time given by the Servicer in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made or deemed made and such incorrect representation or warranty has (x) a material and adverse effect on the Purchasers (taken as a whole) and (y) is not remedied or waived within thirty (30) days after receipt by the Servicer of notice from the Purchaser Agent of such default;

(iv) the occurrence of an Insolvency Event with respect to the Servicer;

(v) The occurrence of any Change of Control which would reasonably be expected to impair the Servicer's ability to perform its obligations under this Agreement.

(iv) then, and in each and every such case, so long as such Servicer Event of Default shall not have been waived by the Purchaser Agent, the Purchaser Agent may, in its sole discretion, in addition to whatever rights the Purchasers or Purchaser Agent may have at law or in equity to damages, including injunctive relief and specific performance, by notice in writing to the Servicer (such notice, a "**Termination Notice**"), terminate all the rights and obligations of the Servicer as servicer under this Agreement, effective as of the date specified in the Termination Notice (the "**Effective Termination Date**"). On or after the receipt by the Servicer of a Termination Notice or resignation of the Servicer pursuant to Section 10(a), all authority and power of the Servicer to service the Purchased Receivables under this Agreement shall on the date set forth in such notice pass to and be vested in a successor servicer (the "**Successor Servicer**") appointed by the Purchaser Agent. On or prior to the Effective Termination Date, the Successor Servicer, the Purchasers and the Purchaser Agent shall enter into a successor servicing agreement.

(b) (b) Servicing Transfer.

(i) Upon receipt of a Termination Notice, the Servicer shall terminate its activities as servicer hereunder on the Effective Termination Date. After the receipt by the Servicer of a Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement until the Effective Termination Date. The Servicer agrees to cooperate with the Purchasers, Purchaser Agent and any Successor Servicer in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing hereunder, including the transfer to such Successor Servicer of all authority of the Servicer to service the Purchased Receivables provided for under this Agreement, including all authority over all Collections which shall thereafter be received with respect to the Purchased Receivables. The Servicer shall promptly and in any event within three (3) Business Days after appointment of a Successor Servicer prepare, execute and deliver any and all documents and other instruments reasonably requested by the Successor Servicer or the Purchaser Agent in connection with the succession by the Successor Servicer, place in the Successor Servicer's possession (or provide online access to view the Purchased Receivables Files posted on an electronic portal maintained by the Servicer or any third-party service provider) all records related to the Purchased Receivables, including the Purchased Receivables Files (other than any such records held by the Purchaser Agent or the Purchaser Agent's custodian) and do or accomplish all other acts or things reasonably necessary to enable the Successor Servicer, to assume the servicing in respect of the Purchased Receivables.

(ii) Without limiting the forgoing, in connection with the delivery of a Termination Notice under Section 10(a), following as soon as possible (but, in any event within three (3) Business Days) after receipt of the Termination Notice, Servicer shall provide to Successor Servicer all Purchased Receivables Files (or provide online access to view the Purchased Receivables Files posted on an electronic portal maintained by the Servicer or any third-party service provider) relating to the Purchased Receivables and Servicer shall use commercially reasonable efforts to provide to Successor Servicer reasonable access to and transfer of the Purchased Receivables Files and reasonable access by Successor Servicer to its personnel, software, hardware, facilities, and employees in each case reasonably necessary for Successor Servicer to perform the duties of the Successor Servicer, including the initial delivery of the reports as set forth in the Successor Servicing Agreement.

15. Term.

The Servicer shall commence servicing each Purchased Receivable on the date such Purchased Receivable is acquired by a Purchaser and shall continue, for so long as the Servicing Fee (or other fees or amounts due to the Servicer hereunder) continues to be paid in accordance with this Agreement, servicing such Purchased Receivable until the earliest of (a) the payment in full (or charge off in accordance with the Servicing Guidelines) of the amount outstanding under each such Purchased Receivable, (b) the date specified in Section 10(b) following the receipt by the Servicer of a Termination Notice, or (c) by written agreement of the Purchaser Agent and the Servicer.

16. Indemnification.

(a) Subject to Section 12(b), but without limiting any other rights that the Purchasers, the Purchaser Agent or any of their respective Affiliates, officers, directors and employees (each, an "**Indemnified Person**") may have hereunder or under applicable law, Servicer hereby agrees to indemnify and hold harmless each Indemnified Person from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal, and whether any such damages, losses, liabilities or expenses are incurred by a Indemnified Person as an actual or potential party, witness or otherwise and including those relating to or arising from such Indemnified Person's enforcement of the Servicer's indemnification obligations hereunder) that may be

instituted or asserted against or incurred by any such Indemnified Person arising out of or incurred in connection with the following (collectively, "**Indemnified Liabilities**"):

(a) (i) reliance on any representation or warranty made or deemed made by the Servicer (or any of its officers acting in its capacity as such) under or in connection with this Agreement;

(b) (ii) the failure by the Servicer to comply with any term, provision or covenant contained in this Agreement;

(c) (iii) the occurrence of a Servicer Event of Default;

(d) (iv) any claim brought by any Person arising from any activity by Servicer in servicing, administering or collecting any Purchased Receivables; and

(e) (v) the gross negligence, bad faith or willful misconduct of the Servicer in the performance of its duties under this Agreement;

provided, that Servicer shall not be liable for any indemnification to an Indemnified Person to the extent that any such Indemnified Liabilities (a) result from such Indemnified Person's gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction, or (b) constitute recourse for uncollectible Purchased Receivables.

(b) Limitation of Liability. IN NO EVENT SHALL ANY PARTY HERETO OR ANY OF THEIR RESPECTIVE AFFILIATES, BENEFICIARIES, ASSIGNEES OR SUCCESSORS (BY ASSIGNMENT OR OTHERWISE) BE LIABLE TO THE OTHER PARTIES HERETO OR TO ANY OTHER ENTITY FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT), UNDER THIS AGREEMENT INCURRED OR CLAIMED BY ANY PARTY OR ENTITY (OR SUCH PARTY OR ENTITY'S OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS OR OWNERS), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

17. Miscellaneous.

18. (a) Information Rights, Statements, Reports; Tax Matters.

(i) The Servicer shall provide the Purchaser Agent with such information concerning the Purchased Receivables as is reasonably necessary for the Purchaser Agent and the Purchasers to prepare their federal income tax return and comply with any reporting or audit requirements of Governmental Authorities.

(ii) Each party hereto acknowledges that payments on the Purchased Receivables may be subject to withholding taxes, including, but not limited to, backup withholding under Section 3406 of the Code and FATCA, if applicable, if the recipient of any payment under such Receivables fails to furnish certain documentation and information, such as its taxpayer identification number, or otherwise fails to establish an exemption from such applicable withholding taxes. The Servicer shall be entitled to deduct and withhold from any payments on the Purchased Receivable any amounts that the Servicer is required to deduct and withhold under the Code, Treasury Regulations or any other provision of applicable law. The Servicer shall not

be required to pay any additional amounts on any payments under the Purchased Receivables with respect to withholding taxes that are withheld or deducted from such payments. The Purchaser and any other Person through which such Purchaser holds the Purchased Receivables, and any other recipient of any payment under the Purchased Receivables, shall furnish to the Servicer a duly executed and properly completed Internal Revenue Service Form W-9 or applicable W-8 (including any required statements or attachments thereto) and such other documentation as reasonably requested by the Servicer from time to time.

19. (b) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, portable document format ("**PDF**"), tagged image file format ("**TIFF**") or other electronic format sent by electronic transmission, as follows:

If to the Purchaser Agent or a Purchaser, to:

c/o Sound Point Capital Management, LP, as Purchaser Agent
375 Park Avenue, 33rd Floor
New York, NY 10152
Attn: General Counsel
Tel: (212) 895-2288
Email: wruberti@soundpointcap.com; compliance@soundpointcap.com

If to Servicer to:

Gen Digital Inc.
60 E. Rio Salado Parkway, Suite 1000
Tempe, AZ USA
Attention: Chief Legal Officer
E-mail: Bryan.Ko@gendigital.com; legal.department@gendigital.com

(a)

(b) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all of the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be effective and be deemed to have been received (i) if delivered by hand, upon personal delivery, (ii) if delivered by overnight courier service, one (1) Business Day after delivery to such courier service, (iii) certified mail, upon receipt or refusal thereof, and (iv) if delivered by electronic mail, upon sender's receipt of confirmation of proper transmission.(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided that, other than as set forth herein, the Servicer may not assign any of its obligations hereunder without the written consent of the Purchaser Agent. This Agreement may not be modified, amended, waived or supplemented unless any such modification, amendment, waiver or supplement is in writing and signed by the Servicer and the Purchaser Agent.

(c) (d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT

REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

(d) (e) The descriptive headings of the various parts of this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect the meaning or construction of any of the provisions hereof.

(e) (f) This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

(f) (g) No failure to exercise and no delay in exercising, on the part of the Purchasers, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under this Agreement are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

(h) Confidentiality. Each party hereto shall comply with the confidentiality provisions set forth in Section 14 of the Purchase Agreement. Further to the foregoing, Servicer agrees that it shall not use the name of Purchaser Agent or any Purchaser in the performance of its duties and obligations hereunder without the prior written consent of the Purchaser Agent.

20. Joinder of Additional Purchasers. Each Additional Purchaser shall join this Agreement as a Purchaser in all respects upon execution of a Joinder Agreement under and pursuant to Section 15 of the Purchase Agreement.

(a)

IN WITNESS WHEREOF, Servicer, Purchasers and Purchaser Agent have caused this Agreement to be executed and delivered by their respective officer or officers thereunto duly authorized.

SERVICER:

MONEYLION TECHNOLOGIES INC.

By: _____
Name:
Title:

PURCHASER:

SP MAIN STREET FUNDING I LLC

By: _____ Name:
Title:

PURCHASER AGENT:

SOUND POINT CAPITAL MANAGEMENT, LP

By: _____
Name:
Title:

EXHIBIT A

FORM OF DAILY RECONCILIATION REPORT

[To be attached]

LEGAL_US_E # 189985003.6

EXHIBIT B

FORM OF DATA TAPE

[On file with Purchaser Agent]

Exhibit 21.01

GEN DIGITAL INC.
SUBSIDIARIES

Name of Subsidiary	State or Other Jurisdiction of Incorporation
NortonLifeLock Security Holdings Inc.	Delaware
NortonLifeLock Ireland Limited	Ireland
NortonLifeLock Singapore Pte. Ltd.	Singapore
NortonLifeLock Japan G.K.	Japan
Avast Software s.r.o	Czech Republic
MoneyLion Technologies Inc.	Delaware
MoneyLion Inc	Delaware

Exhibit 23.01

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-286590, 333-282935, 333-267386, 333-230163, 333-229511, 333-223734, 333-221341, 333-219714, 333-216132, 333-212847, 333-191889, 333-179268, 333-170326 and 333-155266) on Form S-8 of our report dated May 21, 2026, with respect to the consolidated financial statements of Gen Digital Inc. and the effectiveness of internal control over financial reporting.

The Company acquired MoneyLion Inc. during the year ended April 3, 2026, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of April 3, 2026, MoneyLion Inc.'s internal control over financial reporting associated with total assets (excluding goodwill and intangibles) and total revenues representing approximately 2%, or $354 million, and 16%, or $823 million, respectively, included in the consolidated financial statements of the Company as of and for the year ended April 3, 2026. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of MoneyLion Inc.

/s/ KPMG LLP

Santa Clara, California
May 21, 2026

Exhibit 31.01

Certification

I, Vincent Pilette, certify that:

1. I have reviewed this annual report on Form 10-K of Gen Digital Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Vincent Pilette

Vincent Pilette

Chief Executive Officer, President and Chairman of the Board

Date: May 21, 2026

Exhibit 31.02

Certification

I, Natalie Derse, certify that:

1. I have reviewed this annual report on Form 10-K of Gen Digital Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Natalie Derse

Natalie Derse

Chief Financial Officer

Date: May 21, 2026

Exhibit 32.01

Certification Pursuant to
18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Vincent Pilette, Chief Executive Officer, President and Director of Gen Digital Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge: (i) the Company's annual report on Form 10-K for the year ended April 3, 2026, to which this Certification is attached (the Form 10-K), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Vincent Pilette

Vincent Pilette

Chief Executive Officer, President and Chairman of the Board

Date: May 21, 2026

This Certification which accompanies the Form 10-K is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.

Exhibit 32.02

Certification Pursuant to
18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Natalie Derse, Chief Financial Officer of Gen Digital Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge: (i) the Company's annual report on Form 10-K for the year ended April 3, 2026, to which this Certification is attached (the Form 10-K), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Natalie Derse

Natalie Derse
Chief Financial Officer

Date: May 21, 2026

This Certification which accompanies the Form 10-K is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.