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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): June 28, 2018

SYNNEX CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-31892**	**94-2703333**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)
44201 Nobel Drive, Fremont, California		**94538**
(Address of principal executive offices)		(Zip Code)

(510) 656-3333
(Registrant's telephone number, including area code)
N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement

On June 28, 2018, SYNNEX Corporation ("SYNNEX"), Delta Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of SYNNEX ("Merger Sub I"), Delta Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of SYNNEX ("Merger Sub II"), and Convergys Corporation, an Ohio corporation ("Convergys"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, subject to the terms and conditions of the Merger Agreement, Merger Sub I will merge with and into Convergys (the "Initial Merger"), with Convergys surviving the Initial Merger as a wholly owned subsidiary of SYNNEX (such surviving corporation, the "Surviving Corporation"), followed immediately by the merger of the Surviving Corporation with and into Merger Sub II (the "Subsequent Merger" and together with the Initial Merger, the "Mergers"), with Merger Sub II surviving the Subsequent Merger as a wholly owned subsidiary of SYNNEX. The board of directors of SYNNEX, Merger Sub I, Merger Sub II and Convergys, respectively, have unanimously approved the Merger Agreement and the Mergers.

Pursuant to the Merger Agreement, and upon the terms and subject to the conditions described therein, at the effective time of the Initial Merger (the "Effective Time"), except as otherwise set forth in the Merger Agreement, each issued and outstanding common share, without par value, of Convergys (the "Company Common Shares") will be converted automatically into and thereafter represent only (i) the right to receive $13.25 in cash (the "Cash Consideration") and (ii) 0.1193 shares of common stock, par value $0.001, of SYNNEX ("SYNNEX Stock"), subject to certain adjustments to be made at closing if the 20 day average trading price of SYNNEX Stock three trading days prior to closing has increased or decreased by more than 10% from a baseline price, plus cash in lieu of any fractional shares of SYNNEX Stock (the "Stock Consideration"), in each case, without interest ((i) and (ii) together, the "Merger Consideration").

The Merger Agreement contains customary representations and warranties of Convergys and SYNNEX relating to their respective businesses and public filings, in each case generally subject to a materiality and "Material Adverse Effect" qualifiers. Additionally, the Merger Agreement provides for customary pre-closing covenants of Convergys, including a covenant to conduct its business in the ordinary course and materially consistent with past practice and to refrain from taking certain actions without SYNNEX' consent. Convergys has also agreed not to solicit proposals relating to specified alternative transactions or, subject to certain exceptions relating to the receipt of unsolicited offers that may be deemed to be "Company Superior Proposals" (as defined in the Merger Agreement), enter into discussions concerning or provide information in connection with alternative transactions and, subject to certain exceptions, to recommend that Convergys' shareholders adopt the Merger Agreement. Convergys's board of directors is permitted to change its recommendation in response to a Company Superior Proposal or if the failure to do so would be inconsistent with its fiduciary duties. The Merger Agreement also provides for covenants of SYNNEX, including a covenant to conduct its business in the ordinary course and materially consistent with past practice.

Consummation of the Mergers is subject to various conditions, including, among others, (i) customary conditions relating to the adoption of the Merger Agreement by the vote of Convergys' shareholders holding two thirds of the outstanding Company Common Shares (the "Company Shareholder Approval") and the approval of the issuance of SYNNEX Stock by a majority of votes cast by SYNNEX' stockholders (the "SYNNEX Stockholder Approval"), (ii) the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other similar antitrust laws in Canada, the European Community and the Philippines and (iii) the approval of the listing on the New York Stock Exchange of the shares of SYNNEX Stock to be issued as consideration in the Initial Merger. The obligation of each party to consummate the Mergers is also conditioned upon the other party's representations and warranties being true and correct (subject to certain materiality exceptions), the other party having performed in all material respects its obligations under the Merger Agreement and the absence of a "Material Adverse Effect" (as defined in the Merger Agreement).

The Merger Agreement also provides for certain termination rights of SYNNEX and Convergys, including the right to terminate the Merger Agreement if the Mergers have not been consummated by December 28, 2018, which may

be extended for 90 days in order to obtain any required regulatory approvals. Either party may terminate the Merger Agreement if the Company Shareholder Approval has not been obtained at a duly convened meeting of Convergys' shareholders, the SYNNEX Stockholder Approval has not been obtained at a duly convened meeting of SYNNEX' stockholders, or an order permanently restraining, enjoining, or otherwise prohibiting consummation of the Mergers becomes final and non-appealable.

If the Merger Agreement is terminated (i) by Convergys prior to the Company Shareholder Approval to enter into a definitive agreement relating to a Company Superior Proposal, or (ii) by SYNNEX following a recommendation by Convergys' board of directors of an alternative transaction or following a material, willful breach by Convergys of its non-solicitation obligations under the Merger Agreement, then Convergys shall be obligated to pay SYNNEX a fee equal to $74 million (the "Company Termination Fee"). Additionally, in the event that an alternative transaction is proposed publicly by a third party and not withdrawn at least four business days prior to Convergys' shareholder meeting and the Company Shareholder Approval is thereafter not obtained, then either Convergys or SYNNEX has the right to terminate the merger agreement, and if after such termination Convergys enters into an agreement regarding such alternative transaction within the following 12 months, Convergys will pay one half of the Company Termination Fee, with the other half payable by Convergys upon consummation of such alternative transaction.

If the Merger Agreement is terminated by either party (i) after a meeting of the Convergys' shareholders in which the Company Shareholder Approval was not obtained, Convergys shall be obligated to pay SYNNEX a fee equal to $12.35 million or (ii) after a meeting of SYNNEX' stockholders in which the SYNNEX Stockholder Approval was not obtained, SYNNEX shall be obligated to pay Convergys a fee equal to $12.35 million.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

The Merger Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the parties. In particular, the assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in confidential Disclosure Schedules provided by each party in connection with the signing of the Merger Agreement. These confidential Disclosure Schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were used for the purpose of allocating risk between the parties rather than establishing matters as facts. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties, and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in parties' public disclosures. Accordingly, you should not rely on the representations and warranties in the Merger Agreement as characterizations of the actual state of facts about the parties.

Commitment Letter

In connection with the Merger Agreement, SYNNEX entered into a debt commitment letter (the "Commitment Letter"), dated as of June 28, 2018, with JPMorgan Chase Bank, N.A. ("JPMCB"), Bank of America, N.A. ("Bank of America" and, together with JPMCB, the "Initial Lenders") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS"), pursuant to which the Initial Lenders have committed to provide a 364-day senior secured term loan facility in an aggregate principal amount of up to $3.57 billion, subject to the satisfaction of certain customary closing conditions (the "Bridge Facility"). The Bridge Facility is available (i) to pay for a portion of the Merger Consideration, (ii) to directly or indirectly pay, repay, repurchase, or settle, as applicable, certain existing indebtedness of Convergys and its subsidiaries, (iii) to refinance in full all outstanding obligations under the Existing Credit Agreement, but only to the extent that an amendment from the requisite lenders to SYNNEX' existing credit agreement dated as of November 27, 2013 among SYNNEX, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as agent (the "Existing Credit Agreement"), permitting the incurrence of the Bridge Facility or other indebtedness that may be obtained to finance the merger with Convergys and the assumption of

certain indebtedness of Convergys is not obtained, and (iv) to pay the costs and expenses related to the merger with Convergys, the Bridge Facility and the transactions being entered into or otherwise contemplated in connection therewith.

If SYNNEX is required to utilize the Bridge Facility, then depending on the use of proceeds described above for which the Bridge Facility may be utilized, amounts drawn thereunder will bear interest at an annual rate equal to LIBOR plus a margin which may initially range from 1.25% to 2.00%, depending on SYNNEX' consolidated leverage ratio, which margin will be increased by 0.25% for each 90 days that elapse after the closing of the Bridge Facility, up to a maximum range of 2.00% to 2.75%. In addition, up to the lesser of (i) the unfunded commitments under the Bridge Facility and (ii) $350.0 million are available to be drawn down during the 90 day period following the closing of the Bridge Facility to repurchase or settle convertible debentures of Convergys that are tendered for repurchase or converted in connection with the Mergers, and SYNNEX will pay commitment fees on the undrawn amount of this commitment ranging from 0.15% to 0.25% based upon SYNNEX' consolidated leverage ratio.

Under the terms of the Commitment Letter, JPMCB and MLPFS will act as joint lead arrangers and joint bookrunning managers in connection with the Debt Financing. SYNNEX will pay certain customary fees and expenses in connection with obtaining the Bridge Facility.

The foregoing description of the Commitment Letter is qualified in its entirety by reference to the full text of the Commitment Letter, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 8.01 Other Events.

Concurrently with the execution of the Merger Agreement, SYNNEX entered into a voting agreement (the "Voting Agreement") with Convergys's chief executive officer, chief financial officer and all of Convergys's directors (collectively, the "Shareholders"). The Company Common Shares beneficially owned by the Shareholders subject to the Voting Agreement ("Voting Agreement Shares") constituted approximately 1.19% of the total issued and outstanding shares of Convergys' common shares as of June 27, 2018. Pursuant to the Voting Agreement, the Shareholders have agreed to vote, or cause the holder of record to vote, in favor of (i) the adoption of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Mergers and (ii) any proposal to adjourn or postpone a meeting of shareholders to a later date if there are not sufficient votes to approve the Merger Agreement.

Further, the Shareholders have agreed to vote against (i) any action or proposal in favor of an alternative transaction, (ii) any action or proposal that could be reasonably expected to interfere with or delay the timely consummation of the Mergers and (iii) any amendments to Convergys's organizational documents that could reasonably be expected to prevent or delay the consummation of closing under the Merger Agreement. The Shareholders also agreed under the Voting Agreement, not to, among other things, sell, transfer, assign, pledge, give, tender in any tender or exchange offer or similarly dispose of any Voting Agreement Shares. The Voting Agreement will terminate upon the earliest of (i) the termination of the Merger Agreement, (ii) the time at which the Initial Merger has become effective and (iii) a recommendation by Convergys' board of directors of an alternative transaction. In addition, any Shareholder may terminate the Voting Agreement with respect to such Shareholder upon written notice to SYNNEX following a change to the Merger Agreement that decreases the amount or changes the form of the Merger Consideration.

The foregoing description of the Voting Agreement is qualified in its entirety by reference to the full text of the Voting Agreement, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On June 28, 2018, SYNNEX distributed the following materials, copies of which are attached hereto as Exhibits 99.2 through 99.7 and are incorporated herein by reference:

- Letter to clients (Exhibit 99.2)

- Client FAQs (Exhibit 99.3)
- Letter to Staff (Exhibit 99.4)
- Staff FAQs (Exhibit 99.5)
- Email to Analysts (Exhibit 99.6)
- Email to Analysts (Exhibit 99.6)
- Investor Presentation (Exhibit 99.7)

About SYNNEX Corporation

SYNNEX Corporation (NYSE: SNX) is a Fortune 500 corporation and a leading business process services company, providing a comprehensive range of distribution, logistics and integration services for the technology industry and providing outsourced services focused on customer engagement strategy to a broad range of enterprises. SYNNEX distributes a broad range of information technology systems and products, and also provides systems design and integration solutions. Concentrix, a wholly-owned subsidiary of SYNNEX Corporation, offers a portfolio of strategic solutions and end-to-end business services around customer engagement strategy, process optimization, technology innovation, front and back-office automation and business transformation to clients in ten identified industry verticals. Founded in 1980, SYNNEX Corporation operates in numerous countries throughout North and South America, Asia-Pacific and Europe. Additional information about SYNNEX may be found online at www.synnex.com.

About Convergys

Convergys Corporation (NYSE: CVG) delivers consistent, quality customer experiences in 58 languages around the globe. Convergys partners with its clients to improve customer loyalty, reduce costs, and generate revenue through an extensive portfolio of capabilities, including customer care, analytics, tech support, collections, home agent, and end-to-end selling. Convergys is committed to delighting its clients and their customers, delivering value to its shareholders, and creating opportunities for its talented, caring employees in 33 countries around the world.

Visit www.convergys.com to learn more.

Additional Information and Where to Find It

In connection with the proposed transaction between SYNNEX and Convergys, SYNNEX and Convergys will file relevant materials with the Securities and Exchange Commission (the "SEC"), including a SYNNEX registration statement on Form S-4 that will include a joint proxy statement of SYNNEX and Convergys that also constitutes a prospectus of SYNNEX, and a definitive joint proxy statement/prospectus will be mailed to stockholders of SYNNEX and shareholders of Convergys. INVESTORS AND SECURITY HOLDERS OF SYNNEX and CONVERGYS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS THAT WILL BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders will be able to obtain free copies of the registration statement and the joint proxy statement/prospectus (when available) and other documents filed with the SEC by SYNNEX or Convergys through the website maintained by the SEC at http://www.sec.gov. Copies of the documents filed with the SEC by SYNNEX will be available free of charge within the Investors section of SYNNEX' website at http://ir.synnex.com or by contacting SYNNEX' Investor Relations Department at 510-668-8436. Copies of the documents filed with the SEC by Convergys will be available free of charge on Convergys's website at http://investor.convergys.com/ or by contacting Convergys's Investor Relations Department at (513) 723-7768.

No Offer or Solicitation

This communication is for informational purposes only and not intended to and does not constitute an offer to subscribe for, buy or sell, the solicitation of an offer to subscribe for, buy or sell or an invitation to subscribe for, buy or sell any securities or the solicitation of any vote or approval in any jurisdiction pursuant to or in connection with the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, and otherwise in accordance with applicable law.

Participants in Solicitation

SYNNEX, Convergys, and their respective directors and certain of their respective executive officers may be deemed to be participants in the solicitation of proxies in connection with the proposed transaction. Information about the directors and executive officers of SYNNEX is set forth in its Annual Report on Form 10-K for the year ended November 30, 2017, which was filed with the SEC on January 26, 2018, and its proxy statement for its 2018 annual meeting of stockholders, which was filed with the SEC on February 22, 2018. Information about the directors and executive officers of Convergys is set forth in its Annual Report on Form 10-K for the year ended December 31, 2017, which was filed with the SEC on February 21, 2018, and its proxy statement for its 2018 annual meeting of shareholders, which was filed with the SEC on March 16, 2018. Other information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed transaction when they become available.

Forward-Looking Statements

DISCLOSURE NOTICE: This document contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 related to SYNNEX Corporation (“SYNNEX”), Convergys Corporation (“Convergys”) and the proposed acquisition of Convergys by SYNNEX. All statements other than statements of historical fact are forward-looking statements for purposes of federal and state securities laws. These forward-looking statements involve uncertainties that could significantly affect the financial or operating results of Convergys, SYNNEX or the combined company. These forward-looking statements may be identified by terms such as anticipate, believe, foresee, expect, intend, plan, may, will, could and should and the negative of these terms or other similar expressions. Forward-looking statements in this document include, among other things, statements about the potential benefits of the proposed acquisition, including future financial and operating results, plans, objectives, expectations and intentions; the anticipated timing of closing of the acquisition; and the methods SYNNEX will use to finance the cash portion of the transaction. In addition, all statements that address operating performance, events or developments that we expect or anticipate will occur in the future — including statements relating to creating value for stockholders, benefits of the proposed transactions to customers, vendors, employees, stockholders and other constituents of the combined company, integrating our companies, cost savings and the expected timetable for completing the proposed transaction — are forward-looking statements. These forward-looking statements involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Risks and uncertainties include, among other things, risks related to the satisfaction of the conditions to closing the acquisition (including the failure to obtain necessary regulatory and shareholder approvals) in the anticipated timeframe or at all; risks related to the ability to realize the anticipated benefits of the acquisition, including the possibility that the expected benefits from the proposed acquisition will not be realized or will not be realized within the expected time period; the risk that the businesses will not be integrated successfully; disruption from the transaction making it more difficult to maintain business, contractual and operational relationships; the unfavorable outcome of any legal proceedings that have been or may be instituted against SYNNEX, Convergys or the combined company; failure to protect proprietary or personally identifiable data against unauthorized access or unintended release; the ability to retain key personnel; negative effects of this announcement or the consummation of the proposed acquisition on the market price of the capital stock of SYNNEX and Convergys, and on SYNNEX’ and Convergys’s operating results; significant transaction costs, fees, expenses and charges; unknown liabilities; the risk of litigation and/or regulatory actions

related to the proposed acquisition; the financing of the transaction; other business effects, including the effects of industry, market, economic, political or regulatory conditions; future exchange and interest rates; changes in tax and other laws, regulations, rates and policies; future business combinations or disposals; and competitive developments.

A further description of risks and uncertainties relating to SYNNEX and Convergys can be found in their respective most recent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the U.S. Securities and Exchange Commission (the "SEC") and available at www.sec.gov.

Neither SYNNEX nor Convergys assumes any obligation to update the forward-looking statements contained in this document as the result of new information or future events or developments.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Document
2.1	Agreement and Plan of Merger, dated as of June 28, 2018, by and among SYNNEX, Delta Merger Sub I, Inc., Delta Merger Sub II, LLC, and Convergys Corporation. *
10.1	Commitment Letter, dated as of June 28, 2018, by and among SYNNEX, JPMorgan Chase Bank, N.A., Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.
99.1	Voting Agreement, dated as of June 28, 2018, by and among SYNNEX and certain officers and directors of Convergys.
99.2	Letter to clients.
99.3	Client FAQs.
99.4	Letter to Staff.
99.5	Staff FAQs.
99.6	Email to Analysts.
99.7	Investor Presentation.

* Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. SYNNEX hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request; provided, however, that SYNNEX may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules so furnished.

SIGNATURE

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

Date: June 28, 2018

SYNNEX CORPORATION

By: /s/ Simon Y. Leung

Simon Y. Leung
Senior Vice President, General Counsel and Corporate Secretary

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

by and among

CONVERGYS CORPORATION,

SYNNEX CORPORATION,

DELTA MERGER SUB I, INC.

and

DELTA MERGER SUB II, LLC

Dated as of June 28, 2018

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this " Agreement "), dated as of June 28, 2018, is by and among Convergys Corporation, an Ohio corporation (the " Company "), SYNNEX Corporation, a Delaware corporation (" Parent "), Delta Merger Sub I, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (" Merger Sub I ") and Delta Merger Sub II, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Parent (" Merger Sub II " and together with Merger Sub I, " Merger Subs ").

WITNESSETH :

WHEREAS, Parent desires to acquire the Company, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition of the Company by Parent, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the Ohio General Corporation Law (the " OGCL ") and Delaware General Corporation Law (" DGCL "), Merger Sub I shall be merged with and into the Company (the " Initial Merger "), with the Company surviving the Initial Merger as a wholly owned Subsidiary of Parent, and each outstanding Company Common Share (other than Cancelled Shares and Dissenting Shares) shall be converted into the right to receive the Merger Consideration;

WHEREAS, immediately following the Initial Merger, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the OGCL and the Delaware Limited Liability Company Act (the " DLLCA "), the Company shall be merged with and into Merger Sub II (the " Subsequent Merger " and, together with the Initial Merger, the " Mergers "), with Merger Sub II surviving the Subsequent Merger as a direct wholly owned Subsidiary of Parent;

WHEREAS, the Board of Directors of the Company (the " Company Board ") has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of the Company and its shareholders, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) resolved to recommend that the holders of Company Common Shares adopt this Agreement and (d) directed that the adoption of this Agreement be submitted for consideration by the Company's shareholders at a meeting thereof;

WHEREAS, the Board of Directors of Merger Sub I has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub I and its sole shareholder, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (c) resolved to recommend that the sole shareholder of Merger Sub I adopt this Agreement;

WHEREAS, the managers of Merger Sub II have (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in

the best interests of Merger Sub II and its sole member, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (c) resolved to recommend that the sole member of Merger Sub II adopt this Agreement;

WHEREAS, the Board of Directors of Parent (the " Parent Board ") has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Parent and its stockholders, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) resolved to recommend that the holders of Parent Common Stock approve the issuance of shares of Parent Common Stock in connection with the Initial Merger (the " Parent Share Issuance ") and (d) directed that the Parent Share Issuance be submitted for consideration by Parent's stockholders at a meeting thereof;

WHEREAS, the parties intend that the Initial Merger and the Subsequent Merger, taken together, will constitute a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury regulations promulgated thereunder (the " Treasury Regulations "), and that this Agreement be, and be hereby adopted as, a "plan of reorganization" for purposes of Section 368 of the Code and the Treasury Regulations thereunder; and

WHEREAS, concurrently with the execution of this Agreement and as a condition and inducement to Parent's willingness to enter into this Agreement, the Company's chief executive officer, chief financial officer and chief commercial officer, as well as certain of its directors have entered into voting agreements with Parent;

WHEREAS, Parent, Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements specified herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Subs and the Company agree as follows:

Article I.

THE MERGERS

Section 1.1 The Mergers.

(a) At the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the OGCL and DGCL, Merger Sub I shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub I shall cease, and the Company shall continue its existence under Ohio law as the surviving corporation in the Initial Merger and a wholly owned subsidiary of Parent.

(b) Immediately following the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the OGCL and the DLLCA, the Company shall be merged with and into Merger Sub II, whereupon the separate corporate existence of the Company shall cease, and Merger Sub II shall continue its existence under Delaware law as the surviving company in the Subsequent Merger (the " Surviving Company ") and a direct wholly owned subsidiary of Parent.

Section 1.2 Closing. The closing of the Mergers (the "Closing") shall take place at 10:00 a.m. local time at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York, 10019 on the third Business Day following the day on which the last of the conditions set forth in Article VI to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement, or at such other place, date and time as the Company and Parent may agree in writing. The date on which the Closing actually occurs is referred to as the "Closing Date."

Section 1.3 Effective Time.

(a) On the Closing Date, the Company and Merger Sub I shall (i) file with the Secretary of State of the State of Ohio a certificate of merger (the " Ohio Initial Certificate of Merger "), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL in order to effect the Initial Merger and (ii) file with the Secretary of State of the State of Delaware a certificate of merger (the " Delaware Initial Certificate of Merger " and together with the Ohio Initial Certificate of Merger, the "Initial Certificates of Merger"), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL and DGCL, in order to effect the Initial Merger. The Initial Merger shall become effective at such time as the Initial Certificates of Merger have been filed with the Secretary of State of the State of Ohio and Secretary of the State of Delaware or at such time as may be agreed between the parties and specified in the Initial Certificates of Merger in accordance with the relevant provisions of the OGCL and the DGCL (such time is hereinafter referred to as the " Effective Time ").

(b) Immediately following the Effective Time, the Company and Merger Sub II shall (i) file with the Secretary of State of the State of Ohio a certificate of merger (the " Ohio Subsequent Certificate of Merger "), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL and (ii) file with the Secretary of State of the State of Delaware a certificate of merger (the " Delaware Subsequent Certificate of Merger " and together with the Ohio Subsequent Certificate of Merger, the "Subsequent Certificates of Merger"), executed in accordance with, and containing such information as is required by, the relevant provisions of the DLLCA, in order to effect the Subsequent Merger. The Subsequent Merger shall become effective at such time as the Subsequent Certificates of Merger has been filed with the Secretary of State of the State of Ohio and Secretary of the State of Delaware or at such time as may be agreed between the parties and specified in the Subsequent Certificates of Merger in accordance with the relevant provisions of the OGCL and the DLLCA.

Section 1.4 Effects of the Mergers. The effects of the Mergers shall be as provided in this Agreement and in the applicable provisions of the OGCL and the DLLCA.

Section 1.5 Organizational Documents of the Surviving Company.

(a) At the Effective Time, (i) the articles of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the surviving corporation in the Initial Merger and (ii) the code of regulations of the Company, as in effect immediately prior to the Effective Time, shall be the code of regulations of the surviving corporation in the Initial Merger, in each case until thereafter amended in accordance with the provisions thereof and applicable Law.

(b) At the effective time of the Subsequent Merger, (i) the certificate of formation of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger, shall be the certificate of formation of the Surviving Company and (ii) the operating agreement of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger (the " Operating Agreement "), shall be the operating agreement of the Surviving Company, in each case until thereafter amended in accordance with the provisions thereof and applicable Law, except that the name of the Surviving Company shall be "Concentrix CVG, LLC" and provided that, unless otherwise prohibited by Law, the operating agreement of the Surviving Company shall contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the articles of incorporation and code of regulations of the Company.

Section 1.6 Directors. The directors of Merger Sub I immediately prior to the Effective Time shall be the initial directors of the surviving corporation in the Initial Merger and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.7 Officers. Except as otherwise determined by Parent prior to the Effective Time, (a) the officers of Merger Sub I immediately prior to the Effective Time shall be the initial

officers of the surviving corporation in the Initial Merger and the initial officers of the Surviving Company and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal, and (b) the officers of Merger Sub II immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation until their respective successors are duly elected and qualified, or their earlier death, resignation or removal in accordance with the Operating Agreement and the DLLCA.

ARTICLE II.

CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Initial Merger on Capital Stock.

(a) At the Effective Time, by virtue of the Initial Merger and without any action on the part of Parent, the Company, Merger Subs or any holder of Company Common Shares or common shares of Merger Sub I:

(i) Common Stock of Merger Sub I . Each common share, par value $0.0001 per share, of Merger Sub I issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, without par value, of the surviving corporation in the Initial Merger. From and after the Effective Time, all certificates representing the common shares of Merger Sub I shall be deemed for all purposes to represent the number of common shares of the surviving corporation in the Initial Merger into which they were converted in accordance with the immediately preceding sentence.

(ii) Cancellation or Conversion of Certain Stock . Each Company Common Share issued and outstanding immediately prior to the Effective Time that is owned or held in treasury by the Company and each Company Common Share issued and outstanding immediately prior to the Effective Time that is owned or held by Parent or Merger Sub I, other than, in each case, Company Common Shares held on behalf of third parties, shall no longer be outstanding and shall automatically be cancelled and shall cease to exist (the " Cancelled Shares "), and no consideration shall be delivered in exchange therefor. Each Company Common Share that is owned by any direct or indirect Subsidiary of the Company or Parent (other than Merger Sub I) (" Converted Shares ") shall be automatically converted into a number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the sum of (A) the Exchange Ratio and (B) a fraction, the numerator of which is the Cash Consideration and the denominator of which is the Parent Closing Price.

(iii) Conversion of Company Common Shares . Each Company Common Share issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares, Converted Shares, and Dissenting Shares) shall be automatically converted into (A) a number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the Exchange Ratio, subject to Section 2.1(d) with respect to fractional shares (the " Stock Consideration ") and (B) the right to receive $13.25 in cash, without interest (the " Cash Consideration " and, together with the Stock Consideration, the " Merger Consideration ").

All of the Company Common Shares converted into the right to receive the Merger Consideration pursuant to this Article II shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and uncertificated Company Common Shares represented by book-entry form (" Book-Entry Shares ") and each certificate that,

immediately prior to the Effective Time, represented any such Company Common Shares (each, a " Certificate ") shall thereafter represent only the right to receive the Merger Consideration (including the right to receive, pursuant to Section 2.1(d) , the Fractional Share Cash Amount), into which the Company Common Shares represented by such Book-Entry Share or Certificate have been converted pursuant to this Section 2.1 .

(b) Shares of Dissenting Shareholders . Notwithstanding anything in this Agreement to the contrary (but subject to this Section 2.1(b)), Company Common Shares issued and outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand, and has properly demanded, appraisal for such Company Common Shares in accordance with, and who complies in all respects with, Section 1701.85 of the OGCL (such Company Common Shares, the " Dissenting Shares ") shall not be converted into the right to receive the Merger Consideration as described in Section 2.1(a)(iii) , but at the Effective Time shall be converted into the right to receive such consideration as may be determined to be due to such holder pursuant to the procedures set forth in Section 1701.85 of the OGCL. If any such holder withdraws its demand for appraisal or fails to perfect or otherwise loses its right of appraisal pursuant to the OGCL, then the right of such holder to be paid the fair cash value of such Dissenting Shares shall cease, and such Dissenting Shares shall instead be deemed to have been converted into the right to receive the Merger Consideration pursuant to Section 2.1(a)(iii) . The Company shall give Parent prompt notice (but in any event within 48 hours of receipt thereof) of any demands for appraisal of Company Common Shares received by the Company, withdrawals of such demands and any other instruments served pursuant to Section 1701.85 of the OGCL and shall give Parent the opportunity to participate in all negotiations and proceedings with respect thereto.

(c) Certain Adjustments . If, between the date of this Agreement and the Effective Time, the outstanding Company Common Shares shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event shall have occurred, then the Merger Consideration shall be equitably adjusted, without duplication, to proportionally reflect such change; provided , that nothing in this Section 2.1(c) shall be construed to permit the Company to take any action with respect to its securities that is prohibited by the terms of this Agreement.

(d) No Fractional Shares . No fractional shares of Parent Common Stock shall be issued in connection with the Initial Merger and no certificates or scrip representing fractional shares of Parent Common Stock shall be delivered upon the conversion of Company Common Shares pursuant to Section 2.1(a)(iii) . Each holder of Company Common Shares who would otherwise have been entitled to receive as a result of the Initial Merger a fraction of a share of Parent Common Stock (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the Exchange Agent on behalf of all such holders of shares of Parent Common Stock that would otherwise be issued (the " Fractional Share Cash Amount "). No such holder shall be entitled to dividends, voting rights or any other rights in respect of any

fractional share of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration.

Section 2.2 Exchange of Certificates.

(a) Appointment of Exchange Agent . Prior to the Closing, Parent shall appoint a bank or trust company reasonably acceptable to the Company to act as exchange agent (the " Exchange Agent ") for the payment of the Merger Consideration and shall enter into an exchange agent agreement reasonably acceptable to the Company relating to the Exchange Agent's responsibilities under this Agreement.

(b) Deposit of Merger Consideration . At the Effective Time, Parent shall deposit, or cause to be deposited, with the Exchange Agent, in trust for the benefit of the holders of Company Common Shares, (i) cash sufficient to pay the Cash Consideration and (ii) evidence of Parent Common Stock in book-entry form (and/or certificates representing such Parent Common Stock, at Parent's election) representing the number of shares of Parent Common Stock sufficient to deliver the aggregate Stock Consideration. Parent agrees to deposit, or cause to be deposited, with the Exchange Agent from time to time, as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.2(e) . Any such cash, book-entry shares and certificates deposited with the Exchange Agent shall be referred to as the " Payment Fund ".

(c) Exchange Procedures . As promptly as practicable (and no later than the third Business Day) after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of Company Common Shares whose Company Common Shares were converted pursuant to Section 2.1(a)(iii) into the right to receive the Merger Consideration (i) a letter of transmittal (the " Letter of Transmittal ") and (ii) instructions for use in effecting the surrender of Certificates or Book-Entry Shares in exchange for the Merger Consideration.

(d) Surrender of Certificates or Book-Entry Shares . Upon surrender of Certificates or Book-Entry Shares to the Exchange Agent together with the Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificates or Book-Entry Shares shall be entitled to receive in exchange therefor the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Agreement. In the event of a transfer of ownership of Company Common Shares that is not registered in the transfer or stock records of the Company, any cash to be paid upon due surrender of the Certificate or Book-Entry Share formerly representing such Company Common Shares may be paid to any such transferee if such Certificate or Book-Entry Share is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer or other similar Taxes have been paid or are not applicable. No interest shall be paid or shall accrue on the Merger Consideration payable upon surrender of any Certificate or Book-Entry Share.

(e) Treatment of Unexchanged Shares . No dividends or other distributions, if any, with a record date after the Effective Time with respect to Parent Common Stock shall be paid to the holder of any unsurrendered Company Common Share to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(iii) until such holder shall surrender such Company Common Share in accordance with this Section 2.2 . After the surrender in accordance with this Section 2.2 of a Company Common Share to be converted into Parent Common Stock pursuant to Section 2.1(a)(iii) , the holder thereof shall be entitled to receive (in addition to the Merger Consideration and the Fractional Share Cash Amount payable to such holder pursuant to this Article II) any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the Parent Common Stock represented by such Company Common Share.

(f) No Further Ownership Rights in Company Common Shares. From and after the Effective Time, subject to applicable Law in the case of Dissenting Shares, (i) all holders of Certificates and Book-Entry Shares shall cease to have any rights as shareholders of the Company other than the right to receive the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Agreement upon the surrender of such Certificate or Book-Entry Share in accordance with Section 2.2(d) (together with the Fractional Share Cash Amount and any dividends or other distributions to which such Certificates or Book-Entry Shares become entitled in accordance with Section 2.2(e)), without interest and (ii) the stock transfer books of the Company shall be closed with respect to all Company Common Shares outstanding immediately prior to the Effective Time, and there shall be no further registration of transfers on the stock transfer books of the surviving corporation in the Initial Merger of Company Common Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates or Book-Entry Shares formerly representing Company Common Shares are presented to the Surviving Company, Parent or the Exchange Agent for any reason, such Certificates or Book-Entry Shares shall be cancelled and exchanged as provided in this Article II, subject to applicable Law in the case of Dissenting Shares.

(g) Termination of Payment Fund. Any portion of the Payment Fund (including any interest or other amounts received with respect thereto) that remains unclaimed by, or otherwise undistributed to, the holders of Certificates and Book-Entry Shares for 12 months after the Effective Time shall be delivered to Parent, upon demand, and any holder of Certificates or Book-Entry Shares that has not theretofore complied with this Article II shall thereafter look only to Parent or the Surviving Company (subject to abandoned property, escheat or other similar Laws), as general creditors thereof, for satisfaction of its claim for Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions) that such holder has the right to receive pursuant to this Article II, without any interest thereon.

(h) No Liability. Subject to applicable Law, none of Parent, the Company, Merger Subs or the Exchange Agent shall be liable to any Person in respect of any portion of the Payment Fund or the Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Subject to applicable Law, notwithstanding any other provision of this Agreement, any portion of the Merger Consideration or the cash to be paid in accordance with this Article II that remains undistributed to the holders of Certificates and Book-Entry Shares as of immediately prior to the date on which the Merger Consideration or such cash would otherwise escheat to or become the property of any Governmental Entity, shall, to the extent permitted by applicable Law, become the property of the Surviving Company, free and clear of all claims or interest of any Person previously entitled thereto.

(i) Withholding Rights. Each of the Company, the Surviving Company, Parent, Merger Subs and the Exchange Agent (without duplication) shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement, any amounts required to be deducted or withheld with respect to the making of such payment under applicable Tax

Law. To the extent that any amounts are so deducted, withheld and timely remitted to the appropriate Taxing Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(j) Lost Certificates . If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Exchange Agent, the posting by such Person of a bond in such amount as Parent or the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it or the Surviving Company with respect to such Certificate, the Exchange Agent (or, if subsequent to the termination of the Payment Fund and subject to Section 2.2(g) , Parent) shall deliver, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions deliverable in respect thereof) in accordance with the terms of this Agreement.

Section 2.3 Treatment of Company Equity Awards.

(a) At the Effective Time, each compensatory option to purchase Company Common Shares (a " Company Option ") that is outstanding as of immediately prior to the Effective Time, whether vested or unvested: (i) that has an exercise price per Company Common Share that is less than the Cash Equivalent Merger Consideration shall be cancelled by virtue of the Initial Merger and without any action on the part of the holder thereof, in consideration for the right to receive, as promptly as practicable (but no later than five Business Days) following the Effective Time, a cash payment (without interest and less such amounts as are required to be withheld or deducted under applicable Tax Law with respect to the making of such payment) with respect thereto equal to the product of (A) the number of Company Common Shares subject to such Company Option as of immediately prior to the Effective Time, multiplied by (B) the excess, if any, of the Cash Equivalent Merger Consideration over the exercise price per Company Common Share subject to such Company Option as of immediately prior to the Effective Time, or (ii) that has an exercise price per Company Common Share greater than or equal to the Cash Equivalent Merger Consideration shall be cancelled for no consideration.

(b) At the Effective Time, each restricted stock unit award in respect of Company Common Shares (a " Company RSU Award "), each performance-based restricted stock unit award in respect of Company Common Shares (a " Company PSU Award "), and each deferred stock unit award in respect of Company Common Shares (a " Company DSU Award ") that is outstanding as of immediately prior to the Effective Time shall be cancelled by virtue of the Initial Merger and without any action on the part of the holder thereof, in consideration for the right to receive a cash payment (the " Cash Award Amount ") (without interest and less such amounts as are required to be withheld or deducted under applicable Tax Law with respect to the making of such payment) with respect thereto equal to the product of (i) the number of Company Common Shares subject to such Company RSU Award, Company PSU Award, or Company DSU Award as of immediately prior to the Effective Time (with respect to each Company PSU Award, such number of shares shall equal the greater of the number of shares that would be

earned based upon target performance and the number of shares determined in accordance with the applicable award agreement, with any associated performance determinations to be made by the Company Board) and (ii) the Cash Equivalent Merger Consideration (or, if higher, a cash amount equal to the average of the opening and closing prices per Company Common Share on the New York Stock Exchange on the trading day immediately preceding the Closing Date). Except as otherwise provided in Section 2.3(b)(i) or 2.3(b)(ii) below, each Cash Award Amount shall be paid as promptly as practicable (but no later than five Business Days) following the Effective Time.

(i) Each Cash Award Amount payable in respect of a Company RSU Award or Company PSU Award that was granted on or after March 31, 2016 (other than any such Company RSU Award or Company PSU Award that is held by a non-employee director or that becomes vested at the Effective Time pursuant to the terms of an applicable Contract) will remain unvested as of the Effective Time and continue to vest and be paid in accordance with the terms of the applicable award agreement (including the terms relating to accelerated vesting upon a qualifying termination of employment).

(ii) Notwithstanding anything to the contrary herein, to the extent that any such Company RSU Award, Company PSU Award or Company DSU Award constitutes nonqualified deferred compensation subject to Section 409A of the Code, the Cash Award Amount related thereto shall be paid at the earliest time permitted under the terms of such award that will not result in the application of a tax or penalty under Section 409A of the Code.

Section 2.4 Effect of the Subsequent Merger on Capital Stock. At the effective time of the Subsequent Merger, by virtue of the Subsequent Merger and without any action on the part of Parent, the Company, Merger Subs or any holder of common shares of Merger Sub I or common units of Merger Sub II, each common share, no par value, of the Company as the surviving corporation in the Initial Merger issued and outstanding immediately prior to the effective time of the Subsequent Merger shall be converted into and become one common unit of the Surviving Company, and each common unit of Merger Sub II issued and outstanding immediately prior to the effective time of the Subsequent Merger shall remain outstanding as a common unit of the Surviving Company.

Section 2.5 Further Assurances. If at any time before or after the Effective Time, Parent or the Company reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Mergers or to carry out the purposes and intent of this Agreement at or after the Effective Time, then Parent, Merger Subs, the Company and the Surviving Company and their respective officers and directors shall execute and deliver all such instruments, deeds, assignments or assurances and do all other things reasonably necessary or desirable to consummate the Mergers and to carry out the purposes and intent of this Agreement.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as disclosed in any form, document or report publicly filed with or publicly furnished to the SEC by the Company or any of its Subsidiaries at least five Business Days prior to the date hereof (excluding any disclosures set forth in any "risk factors," "forward-looking statements" or "market risk" or any similar section, in each case to the extent they are cautionary, predictive or forward-looking in nature) or (b) as disclosed in the disclosure schedule delivered by the Company to Parent concurrently with the execution of this Agreement (the " Company Disclosure Schedule "), it being hereby acknowledged and agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedule shall be deemed disclosed only with respect to the corresponding section or subsection or any other section or subsection of this Agreement to the extent that the relevance of such disclosure to such other section or subsection is reasonably apparent on its face, the Company represents and warrants to Parent as follows:

Section 3.1 Organization.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Ohio. The Company has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted.

(b) Each of the Company's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted except where the failure to be in good standing or have such power or authority has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and its Subsidiaries is duly qualified or licensed, and has all necessary governmental approvals, to do business and (where such concept is recognized) is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such approvals, qualification or licensing necessary, except where the failure to be so duly approved, qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The Company has made available to Parent prior to the date of this Agreement a true and complete copy of the Company's articles of incorporation and code of regulations (collectively, the " Company Organizational Documents "), in each case, as amended through the date hereof. The Company Organizational Documents are in full force and effect, and the Company is not in material violation of any of their provisions. Section 3.1(c) of the Company Disclosure Schedule sets forth a list, true and complete in all material respects, of all Subsidiaries of the Company.

Section 3.2 Capital Stock and Indebtedness.

(a) The authorized capital stock of the Company consists of 500,000,000 common shares, without par value (the " Company Common Shares "), 4,000,000 voting

preferred shares, without par value and 1,000,000 non-voting preferred shares, without par value. As of June 27, 2018 (the " Company Specified Date "), (i) 91,084,516 Company Common Shares were issued and outstanding (not including shares held in treasury), (ii) 1,802,500 Company Common Shares were held in treasury, (iii) 326,040 Company Common Shares were issuable upon the exercise of outstanding Company Options, which had a weighted average exercise price of $13.45, (iv) 1,319,799 shares were subject to Company RSU Awards, (v) 1,349,994 shares were subject to Company PSU Awards (assuming achievement of the applicable performance goals at the maximum level), (vi) 146,877 shares were subject to Company DSU Awards and (vii) no other shares of capital stock or other voting securities of the Company were issued, reserved for issuance or outstanding. All outstanding Company Common Shares are duly authorized, validly issued, fully paid and nonassessable and are free of preemptive rights.

(b) Except as set forth in this Section 3.2 , and other than the Convertible Debentures, as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, calls, puts, convertible securities, exchangeable securities or other similar rights, agreements or commitments to which the Company or any of its Subsidiaries is a party (i) obligating the Company or any of its Subsidiaries to (A) issue, transfer, exchange, sell or register for sale any shares of capital stock or other equity interests of the Company or any Subsidiary of the Company or securities convertible into or exchangeable for such shares or equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, put, convertible securities, exchangeable securities or other similar right, agreement or commitment relating to the capital stock or other equity interest of the Company or any Subsidiary of the Company or (C) redeem or otherwise acquire any such shares of capital stock or other equity interests, or (ii) granting any preemptive or antidilutive or similar rights with respect to any security issued by the Company or its Subsidiaries. As of the date of this Agreement, and other than the Convertible Debentures, neither the Company nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with the shareholders of the Company on any matter. As of the date of this Agreement there are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting or registration of the capital stock or other equity interest of the Company or any of its Subsidiaries. Since the Company Specified Date through the date of this Agreement, the Company has not issued or repurchased any shares of its capital stock (other than in connection with the exercise, settlement or vesting of Company Equity Awards in accordance with their respective terms) or granted any Company Equity Awards. As of the date of this Agreement, the Company does not have in place, nor is it subject to, a stockholder rights plan, "poison pill" or similar plan or instrument, and at no time after the date of this Agreement will the Company have in place or be subject to a stockholder rights plan, "poison pill" or similar plan or instrument (except for any such plan that is not applicable to Parent or is not applicable to the Mergers or other transactions contemplated herein).

(c) Except as would not be material to the Company or any of its significant Subsidiaries, the Company or a Subsidiary of the Company owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity interests of each Subsidiary of the

Company, and all of such shares of capital stock or other equity interests are duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights in favor of any Person other than the Company or a Subsidiary of the Company. Except for equity interests in the Company's Subsidiaries, as of the date hereof, neither the Company nor any of its Subsidiaries owns, directly or indirectly, any equity interest in any Person (or any security or other right, agreement or commitment convertible or exercisable into, or exchangeable for, any equity interest in any Person), other than equity interests that are *de minimis* to the Company and its Subsidiaries taken as a whole and equity interests held in a grantor trust established to fund Company contributions to the Company's nonqualified deferred compensation plans.

Section 3.3 Corporate Authority Relative to this Agreement; Consents and Approvals; No Violation.

(a) The Company has the requisite corporate power and authority to execute and deliver this Agreement and, subject to adoption of this Agreement by holders of two-thirds of the outstanding Company Common Shares entitled to vote thereon (the " Company Shareholder Approval "), to consummate the transactions contemplated hereby, including the Mergers. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, have been duly and validly authorized by the Company Board and, except for the Company Shareholder Approval and the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, no other corporate action or proceedings on the part of the Company or vote of the Company's shareholders are necessary to authorize the execution and delivery by the Company of this Agreement or the consummation of the transactions contemplated hereby, including the Mergers. The Company Board has (i) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of the Company and its shareholders, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (iii) resolved to recommend that the holders of Company Common Shares adopt this Agreement (the " Company Recommendation ") and (iv) directed that the adoption of this Agreement be submitted for consideration by the Company's shareholders at a meeting thereof. This Agreement has been duly and validly executed and delivered by the Company and, assuming this Agreement constitutes the legal, valid and binding agreement of Parent and Merger Subs, this Agreement constitutes the legal, valid and binding agreement of the Company and is enforceable against the Company in accordance with its terms, except as such enforcement may be subject to applicable bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium or other similar Laws affecting creditor's rights generally and the availability of equitable relief and any implied covenant of good faith and fair dealing (the " Enforceability Exceptions ").

(b) Other than in connection with or in compliance with (i) the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, (ii) the filing of the Form S-4 (including the Joint Proxy Statement/Prospectus) with the U.S. Securities and Exchange Commission (the " SEC ") and any amendments or supplements thereto and declaration of effectiveness of the Form S-4, (iii) the U.S. Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder (the " Exchange Act "), (iv) the rules and regulations of the New York Stock Exchange, (v) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the " HSR Act ") and (vi) the approvals set forth in Section 3.3(b) of the Company Disclosure Schedule (covering the applicable laws or other legal restraints of foreign countries designed to govern competition or trade regulation or to prohibit, restrict or regulate actions with the purpose or effect of monopolization or restraint of trade (collectively, " Antitrust Laws ")) (clauses (i) – (vi) , collectively, the " Transaction Approvals "), no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Entity is

required to be made or obtained under applicable Law for the consummation by the Company of the transactions contemplated by this Agreement, except for such authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings that are not required to be made or obtained prior to the consummation of such transactions or that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The execution and delivery by the Company of this Agreement does not, and (assuming the Transaction Approvals are obtained) the consummation of the transactions contemplated hereby, and compliance with the provisions hereof will not, (i) require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, constitute a change of control or default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than Company Permitted Liens) upon any of the respective properties or assets of the Company or any of its Subsidiaries pursuant to, any Contract to which the Company or any of its Subsidiaries is a party or by which it or any of its respective properties or assets is bound, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (ii) conflict with or result in any violation of any provision of the Company Organizational Documents or (iii) conflict with or violate any applicable Laws except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.4 Reports and Financial Statements.

(a) The Company has timely filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2015 (all such forms, documents and reports filed or furnished by the Company since such date, the " Company SEC Documents "). As of their respective dates or, if amended, as of the date of the last such amendment (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), the Company SEC Documents complied in all material respects with the applicable requirements of the U.S. Securities Act of 1933, as amended, (the " Securities Act "), the Exchange Act and the Sarbanes-Oxley Act of 2002 (the " Sarbanes-Oxley Act "), as the case may be, and the applicable rules and regulations of the SEC promulgated thereunder, and none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Company's Subsidiaries is, or at any time since January 1, 2015 has been, required to file any forms, reports or other documents with the SEC. As of the date hereof, none of the Company SEC Documents is the subject of ongoing SEC review. As of the date hereof, there are no inquiries or investigations by the SEC or any Governmental Entity or any internal investigations pending or, to the knowledge of the Company, threatened, in each case regarding any accounting practices or financial statements of the Company or any of its Subsidiaries.

(b) Since January 1, 2015, the Company has complied in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange (the " NYSE ").

(c) Since January 1, 2015, each of the principal executive officer and principal financial officer of the Company (or each former principal executive officer and principal financial officer of the Company, as applicable) have made all certifications required by Rule 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NYSE.

(d) The consolidated financial statements (including all related notes and schedules) of the Company included in or incorporated by reference into the Company SEC Documents (i) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material and to any other adjustments described therein, including the notes thereto), (ii) were prepared in all material respects in conformity with U.S. generally accepted accounting principles (" GAAP ") (except, in the case of the unaudited statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply as to form in all material respects with the applicable accounting requirements under the Securities Act, the Exchange Act and the applicable rules and regulations of the SEC.

(e) Neither the Company nor any of its Subsidiaries is a party to, nor does it have any commitment to become a party to, any off-balance sheet joint venture, off-balance sheet partnership or any other "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC), other than those that would be *de minimis* to the Company and its Subsidiaries taken as a whole.

(f) Since January 1, 2015, (i) none of the Company or any of its Subsidiaries has received any written material complaint, allegation, assertion or claim regarding the financial accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or any material complaint, allegation, assertion or claim from employees of the Company or any of its Subsidiaries regarding questionable financial accounting or auditing matters with respect to the Company or any of its Subsidiaries, and (ii) no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty or similar material violation by the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Company Board or any committee thereof, or to the General Counsel or Chief Executive Officer of the Company.

Section 3.5 Internal Controls and Procedures. The Company has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. The Company's disclosure controls and procedures are designed to ensure that all information required to be disclosed by the Company in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. The Company's management has completed an assessment of the effectiveness of the Company's internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2017, and such assessment concluded that such controls were effective. Based on its most recent evaluation of internal controls over financial reporting prior to the date hereof, management of the Company has disclosed to the Company's auditors and the audit committee of the Company Board (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect the Company's ability to report financial information and (ii) any fraud or allegations of fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting, and each such deficiency, weakness and fraud so disclosed to auditors, if any, has been disclosed to Parent prior to the date hereof. Each of the Company and its Subsidiaries has substantially addressed any such deficiency, material weakness or fraud.

Section 3.6 No Undisclosed Liabilities. There are no Liabilities of the Company or any of its Subsidiaries of any nature whatsoever (whether accrued, absolute, determined, contingent or otherwise and whether due or to become due) that would be required by GAAP to be reflected on a consolidated balance sheet of the Company and its Subsidiaries for inclusion in a report required to be filed with the SEC, except for (i) Liabilities that are reflected or reserved against on the consolidated balance sheet of the Company and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended December 31, 2017 (including any notes thereto), (ii) Liabilities arising in connection with the transactions contemplated hereby or in connection with obligations under existing Contracts or applicable Law, (iii) Liabilities incurred in the ordinary course of business since December 31, 2017, (iv) Liabilities that have been discharged or paid in full in the ordinary course of business and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.7 Compliance with Law; Permits.

(a) The Company and each of its Subsidiaries are, and since January 1, 2015 have been, in material compliance with all applicable federal, state, local and foreign laws, statutes, ordinances, rules, regulations, judgments, orders, injunctions, decrees or agency requirements of Governmental Entities (collectively, " Laws " and each, a " Law "). Since

January 1, 2015, neither the Company nor any of its Subsidiaries has received any written notice or, to the Company's knowledge, other communication from any Governmental Entity regarding any actual or alleged failure to comply with any Law in a material respect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries hold all authorizations, licenses, permits, certificates, variances, exemptions, approvals, orders, registrations and clearances of any Governmental Entity necessary for the Company and its Subsidiaries to own, lease and operate their properties and assets, and to carry on and operate their businesses as currently conducted.

(c) To the Company's knowledge, none of the Company or its Subsidiaries, or any director, officer, employee or agent of the Company or any of its Subsidiaries, in each case, acting on behalf of the Company or any of its Subsidiaries, has in the past five years, directly or indirectly, (i) used any funds of the Company or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of the Company or any of its Subsidiaries; or (iii) violated or is in violation of applicable Bribery Legislation.

(d) To the Company's knowledge, none of the Company or any of its Subsidiaries, or any director, officer, employee or agent of the Company or any of its Subsidiaries, (i) is a Sanctioned Person; (ii) has in the past five years engaged in direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of the Company or any of its Subsidiaries, except pursuant to a license from the United States; or (iii) has in the past five years violated, or engaged in any conduct sanctionable under, any Sanctions Law.

(e) Notwithstanding anything contained in this Section 3.7 , no representation or warranty shall be deemed to be made in this Section 3.7 in respect of the matters referenced any other section of this Article III , including in respect of environmental, Tax, employee benefits or labor matters.

Section 3.8 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) the Company and each of its Subsidiaries are, to the Company's knowledge, in compliance with applicable Environmental Laws, and each has, or has applied for, all Environmental Permits necessary for the conduct and operation of their respective businesses as presently conducted, (b) since January 1, 2015, none of the Company or any of its Subsidiaries has received any written notice, demand, letter or claim alleging that the Company or such Subsidiary is in violation of, or liable under, any Environmental Law and (c) none of the Company or any of its Subsidiaries is subject to any judgment, decree or judicial order relating to compliance with Environmental Laws, Environmental Permits or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials. Notwithstanding anything herein to the contrary, the representations and warranties contained in this Section 3.8 are the sole and exclusive representations of the Company with respect to Environmental Laws,

Environmental Permits, Hazardous Materials or any other matter related to the environment or the protection of human health and worker safety.

Section 3.9 Employee Benefit Plans.

(a) Section 3.9(a) of the Company Disclosure Schedule sets forth a correct and complete list, as of the date hereof, of each material U.S. Company Benefit Plan, and each material Non-U.S. Company Benefit Plan that is maintained in the jurisdiction of the Philippines (each a " Specified Benefit Plan "). With respect to each material U.S. Company Benefit Plan, to the extent applicable, correct and complete copies of the following have been delivered or made available to Parent by the Company: (i) all plan documents (including all material written amendments thereto) (which, for the avoidance of doubt, with respect to any material U.S. Company Benefit Plan for which a form agreement is used, shall consist of a copy of such form); (ii) all related trust documents; (iii) all insurance contracts or other funding arrangements; (iv) the most recent annual report (Form 5500) filed with the Internal Revenue Service (the " IRS "); (v) the most recent determination, opinion or advisory letter from the IRS for any U.S. Company Benefit Plan that is intended to qualify under Section 401(a) of the Code; (vi) the most recently prepared actuarial report and financial statements; and (vii) the most recent prospectus or summary plan description. With respect to each Specified Benefit Plan, the Company has, to the extent applicable, provided to Parent documents that are substantially comparable (taking into account differences in applicable Law and practices) to the documents required to be provided by this Section 3.9(a) .

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each Company Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code; and (ii) all contributions required to be made to any Company Benefit Plan by applicable Law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Company Benefit Plan, for any period in the prior three years through the date hereof, have been timely made.

(c) Section 3.9(c) of the Company Disclosure Schedule identifies each Company Benefit Plan that, as of the date of this Agreement, is intended to be qualified under Section 401(a) of the Code (each, a " Company Qualified Plan "). With respect to each Company Qualified Plan, (i) the IRS has issued a favorable determination, opinion or advisory letter with respect to each Company Qualified Plan and its related trust, and such letter has not been revoked (nor has revocation been threatened in writing), and (ii) to the knowledge of the Company, there are no existing circumstances and no events have occurred that would reasonably be expected to result in disqualification of any Company Qualified Plan or the related trust.

(d) With respect to each Company Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) such Company Benefit Plan satisfies all minimum funding requirements under Sections 412, 430 and 431 of the

Code and Sections 302, 303 and 304 of ERISA, whether or not waived; (ii) such Company Benefit Plan is not in "at risk status" within the meaning of Section 430(i) of the Code or Section 303(i) of ERISA; (iii) the Company has delivered or made available to Parent a copy of the most recent actuarial valuation report for such Company Benefit Plan and such report is complete and accurate in all material respects; and (iv) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate such Company Benefit Plan.

(e) None of the Company, its Subsidiaries or any of their respective ERISA Affiliates has, in the past six years, maintained, established, contributed to or been obligated to contribute to any plan that is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA (a " Multiemployer Plan ") or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA.

(f) All contributions, premiums and payments that are due have been made for each Company Benefit Plan within the time periods prescribed by the terms of such plan and applicable Law in all material respects, and all contributions, premiums and payments for any period ending on or before the Closing Date that are not due are properly accrued to the extent required to be accrued under applicable accounting principles in all material respects. To the knowledge of the Company, all material benefits, expenses and other amounts due and payable under any Company Benefit Plan prior to the date of this Agreement have been paid, made or accrued on or before the date of this Agreement.

(g) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, as of the date hereof, there are no pending or, to the knowledge of the Company, threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations, in each case with respect to any Company Benefit Plan, which have been asserted or instituted.

(h) No U.S. Company Benefit Plan provides for any post-employment or post-retirement medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(i) The Company is not party to, or otherwise obligated under, any contract, agreement, plan or arrangement that provides for the gross-up of Taxes imposed by Section 409A(a)(1)(B) or Section 4999 of the Code.

(j) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Non-U.S. Company Benefit Plan (i) if intended to qualify for special tax treatment, meets all the requirements for such treatment, (ii) if required to be funded, book-reserved or secured by an insurance policy, is funded, book-reserved, or secured by an insurance policy, as applicable, based on reasonable actuarial assumptions in accordance with applicable accounting principles, and (iii) has been maintained in compliance with all applicable Laws.

(k) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the execution of this Agreement nor the

completion of the transactions contemplated hereby (either alone or in conjunction with any other event) will result in (i) any compensation payment becoming due to any employee of the Company or any of its Subsidiaries, (ii) the acceleration of vesting or payment or provision of any other rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any employee of the Company or any of its Subsidiaries, or (iii) any increase to the compensation or benefits otherwise payable under any Company Benefit Plan.

(l) There are no loans by the Company or any of its Subsidiaries to any of their respective employees, officers, directors or other service providers outstanding which would cause a violation of Section 402 of the Sarbanes-Oxley Act or similar applicable Law, other than any such violations that would not be material to the Company and its Subsidiaries, taken as a whole.

Section 3.10 Absence of Certain Changes or Events.

(a) Since January 1, 2018 through the date of this Agreement, the businesses of the Company and its Subsidiaries have been conducted in all material respects in the ordinary course of business.

(b) Since January 1, 2018 through the date of this Agreement, none of the Company or any of its Subsidiaries has undertaken any action that, if taken after the date of this Agreement, would require Parent's consent pursuant to Section 5.1(b)(C), (F), (G), (H), (I), (M), (N) (O), (P), (Q) or (R) (solely as it relates to Section 5.1(b)(C), (F), (G), (H), (I), (M), (N), (O), (P), or (Q)).

(c) Since January 1, 2018, there has not been any fact, change, circumstance, event, occurrence, condition or development that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.11 Litigation. As of the date hereof, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (a) there is no Proceeding to which the Company or any of its Subsidiaries is a party pending or, to the knowledge of the Company, threatened and (b) neither the Company nor any of its Subsidiaries is subject to any outstanding Order.

Section 3.12 Company Information . The information supplied or to be supplied by the Company for inclusion in the joint proxy statement relating to the Company Shareholders' Meeting and the Parent Stockholders' Meeting, which will be used as a prospectus of Parent with respect to the shares of Parent Common Stock issuable in connection with the Initial Merger (together with any amendments or supplements thereto, the " Joint Proxy Statement/Prospectus ") a nd the registration statement on Form S-4 pursuant to which the offer and sale of shares of Parent Common Stock in connection with the Initial Merger will be registered pursuant to the Securities Act and in which the Joint Proxy Statement/Prospectus will be included as a prospectus of Parent (together with any amendments or supplements thereto, the "Form S-4") will not, at the time the Joint Proxy Statement/Prospectus is first mailed to the Company's shareholders and Parent's stockholders, at the time of the Company Shareholders' Meeting and the Parent Stockholders' Meeting or at the time the Form S-4 (and any amendment or supplement thereto) is declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by the Company with respect to statements made therein based on information supplied by Parent or Merger Subs for inclusion or incorporation by reference therein.

Section 3.13 Tax Matters.

(a) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole,

(i) (A) The Company and each of its Subsidiaries have timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them and all such filed Tax Returns are complete and accurate; (B) the Company and each of its Subsidiaries have paid all Taxes that are required to be paid by any of them, except, in each case of clauses (A) and (B) , with respect to matters contested in good faith or for which adequate reserves have been established, in accordance with GAAP; and (C) as of the date of this Agreement, there are not pending, or to the Company's knowledge, threatened in writing, any audits, examinations, investigations or other administrative or judicial proceedings in respect of Taxes of the Company or any of its Subsidiaries, in each case, other than in respect of matters for which adequate reserves have been established, in accordance with GAAP.

(ii) There are no Liens for Taxes on any property of the Company or any of its Subsidiaries other than any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established in accordance with GAAP.

(iii) The Company has not been a "controlled corporation" or a "distributing corporation" (in each case, within the meaning of Section 355(a)(1)(A) of the Code) in any distribution that was purported or intended to be governed by Section 355 of the Code occurring during the two-year period ending on the date hereof.

(iv) None of the Company or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(v) During the past three years, neither the Company nor any of its Subsidiaries has received any claim or inquiry from a Taxing Authority in a jurisdiction in which neither the Company nor any of its Subsidiaries has filed any income or franchise Tax Returns asserting that the Company or such Subsidiary is or may be subject to income or franchise taxation by, or required to file income or franchise Tax Returns in, that jurisdiction.

(vi) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has a permanent establishment in any jurisdiction outside its jurisdiction of incorporation or formation.

(b) Neither the Company nor any of its Subsidiaries is aware of the existence of any fact, or has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Initial Merger and the Subsequent Merger, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code (disregarding for this purpose the "continuity of interest" requirement set forth in Treasury Regulations Section 1.368-1(e)).

(c) Notwithstanding anything herein to the contrary, the representations and warranties contained in this Section 3.13 , to the extent relating to Taxes or Tax matters, Section 3.4(d) , and, to the extent expressly referring to Code sections, Section 3.9 are the sole and exclusive representations of the Company with respect to Taxes and Tax matters.

Section 3.14 Employment and Labor Matters.

(a) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement, labor union contract, or trade union agreement (each, a " Collective Bargaining Agreement ") covering employees in the United States, nor, as of the date of this Agreement, is the Company or any of its Subsidiaries negotiating entry into such an agreement covering employees in the United States.

(b) As of the date hereof, (i) there is no strike, lockout, slowdown, or work stoppage against the Company or any of its Subsidiaries pending or, to the Company's knowledge, threatened, which would be material to the Company and its Subsidiaries taken as a whole, or which would materially impact the operations of the Company and its Subsidiaries in North America, Europe or Latin America; (ii) there is no material pending charge or complaint against the Company or any of its Subsidiaries by the National Labor Relations Board or any comparable Governmental Entity; and (iii) the Company and its Subsidiaries have complied in all material respects with all Laws regarding employment and employment practices (including anti-discrimination), terms and conditions of employment and wages and hours (including classification of employees and equitable pay practices) and other Laws in respect of any reduction in force (including notice, information and consultation requirements), and no material claims relating to non-compliance with the foregoing are pending or, to the Company's knowledge, threatened.

Section 3.15 Real Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) the Company or a Subsidiary of the Company has good and valid title to the real estate owned by the Company or any of its Subsidiaries (the "Company Owned Real Property") and to all of the buildings, structures and other improvements thereon, free and clear of all Liens (other than Company Permitted Liens), (b) the Company or a Subsidiary of the Company has a good and valid leasehold interest in each material Company Lease, free and clear of all Liens (other than Company Permitted Liens), (c) none of the Company or any of its Subsidiaries has received written notice of any material default under any agreement evidencing any Lien or other agreement affecting the Company Owned Real Property or any Company Lease, which default continues on the date of this Agreement and (d) Section 3.15 of the Company Disclosure Schedule sets forth an accurate and complete list of all material Company Owned Real Property and each Company Lease requiring an annual payment in excess of $2,000,000.

Section 3.16 Intellectual Property.

(a) The Patents, pending Patent applications, registered Marks, pending applications for registration of Marks and registered Copyrights owned by the Company or any of its Subsidiaries are referred to collectively as the " Company Registered Intellectual Property ", all of which are set forth in Section 3.16(a) of the Company Disclosure Schedule. No material registrations or applications for Company Registered Intellectual Property have expired or been cancelled or abandoned except in accordance with the expiration of the term of such rights, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and its Subsidiaries own all right, title, and interest, free and clear of all Liens (except for Company Permitted Liens) to, or otherwise have a valid and enforceable right to use, all Intellectual Property necessary for or used in the conduct of the

business of the Company and its Subsidiaries as currently conducted, except as would not reasonably be expected to have, individually or in the aggregate a Company Material Adverse Effect.

(c) (i) To the Company's knowledge, the conduct of the business of the Company and its Subsidiaries does not infringe, violate or constitute misappropriation of any material Intellectual Property of any third Person in any material respect, (ii) to the Company's knowledge, as of the date hereof, no third Person is infringing, violating, or misappropriating, in any material respect, any material Intellectual Property owned by the Company or its Subsidiaries and (iii) as of the date hereof, there is no pending claim or asserted claim in writing (including any "cease and desist" letters and invitations to license) asserting that the Company or any Subsidiary has infringed, violated or misappropriated, in any material respect, or is infringing, violating or misappropriating, in any material respect, any material Intellectual Property rights of any third Person.

(d) Except as would not be material to the Company and its Subsidiaries taken as a whole, (i) the Company and its Subsidiaries have implemented (A) commercially reasonable measures to protect the confidentiality, integrity and security of the Company's and its Subsidiaries' material Trade Secrets, Company software and other material Company IT Assets (and the information and transactions stored or contained therein or transmitted thereby); and (B) commercially reasonable data backup, data storage, system redundancy and disaster avoidance and recovery procedures, as well as a commercially reasonable business continuity plan; and (ii) the Company IT Assets used by the Company and its Subsidiaries perform the functions necessary to carry on the conduct of their respective businesses.

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries have taken all customary and commercially reasonable measures to protect the confidentiality of the material Trade Secrets of the Company and its Subsidiaries and third party confidential information provided to the Company or any of its Subsidiaries that the Company or such Subsidiary is obligated to maintain in confidence; (ii) the Company and its Subsidiaries comply in all material respects with their internal policies and procedures and with the Payment Card Industry Data Security Standard and any other legally binding credit card company and other legal requirements, to the extent applicable, relating to privacy, data protection, and the collection, retention, protection and use of Sensitive Data and personal information collected, used, or held for use by (or on behalf of) the Company and its Subsidiaries; (iii) there are no claims pending or, to the knowledge of the Company, threatened against the Company or its Subsidiaries alleging a violation of any third Person's privacy or personal information or data rights; and (iv) since January 1, 2015, to the Company's knowledge, there has been no unauthorized access, unauthorized acquisition or disclosure, or any loss or theft, of Sensitive Data of the Company, its Subsidiaries or its customers while such Sensitive Data is in the possession or control of the Company, its Subsidiaries or third-party vendors.

(f) The Company has a policy or practice of obtaining, to the extent legally permissible, from each employee, consultant or independent contractor of the Company and its

Subsidiaries who are involved in, or who contribute to, the creation or development of any of the Company's Intellectual Property, an agreement providing for the assignment of all Intellectual Property rights arising therefrom to the Company or one of its Subsidiaries, and to the Company's knowledge, the Company has complied with such policy and practice in all material respects.

Section 3.17 Opinion of Financial Advisor. The Company Board has received the written opinion of Centerview Partners LLC, dated June 28, 2018, that, as of the date of such opinion and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken in preparing such opinion as set forth therein, the Merger Consideration to be paid to the holders of Company Common Shares in the Initial Merger (other than Cancelled Shares, Converted Shares, Dissenting Shares and Company Common Shares held by any affiliate of the Company or Parent), pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 3.18 Material Contracts .

(a) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by:

(i) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC) (other than any Company Benefit Plan);

(ii) any Contract with the 50 largest customers of the Company and its Subsidiaries, taken as a whole, based on budgeted receipts for the fiscal year ended December 31, 2018 (the " Major Customers ") that expressly imposes any material restriction on the right or ability of the Company or any of its Subsidiaries to compete with any other Person or solicit any client or customer and, in each case, that following the Closing will materially restrict the ability of Parent or its Subsidiaries (other than the Surviving Company and its Subsidiaries) to so compete or solicit;

(iii) any Contract with a Major Customer that expressly obligates the Company or its Subsidiaries (or following the Closing, Parent or its Subsidiaries) to conduct business with any third party on a preferential or exclusive basis or that contains "most favored nation" or similar covenants;

(iv) any Company employment agreement with any current executive officer or any current member of the Company Board;

(v) any Contract entered into on or after January 1, 2015 that is a settlement agreement or includes a settlement agreement entered into in connection with a Proceeding and that materially restricts the operation of the business of the Company or any of its Subsidiaries;

(vi) any Contract relating to Indebtedness (other than intercompany Indebtedness owed by the Company or any wholly owned Subsidiary to any other wholly owned Subsidiary, or by any wholly owned Subsidiary to the Company) of the Company or any of its Subsidiaries having an outstanding principal amount in excess of $ 1,000,000;

(vii) any Contract that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of the Company or its Subsidiaries;

(viii) any Contract with the twenty largest vendors of the Company and its Subsidiaries, taken as a whole, with respect to the fiscal year ended December 31, 2017 and any Contract with the twenty largest customers of the Company and its Subsidiaries, taken as a whole, based on budgeted receipts for the fiscal year ended December 31, 2018 (the " Top Customers "), in each case based on amounts paid to such vendor or received from such customer during such period;

(ix) any Contract entered into on or after January 1, 2015 that provides for the acquisition or disposition of any assets (other than acquisitions or dispositions of sale in the ordinary course of business) or business (whether by merger, sale of stock, sale of assets or otherwise) or capital stock or other equity interests of any Person, and with any outstanding obligations as of the date of this Agreement, in each case with a value in excess of $1,000,000;

(x) any material joint venture, partnership or limited liability company agreement or other similar Contract relating to the formation, creation, operation, management or control of any joint venture, partnership or limited liability company, other than any such Contract solely between the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries; and

(xi) any Contract with an affiliate or other Person that would be required to be disclosed under Item 404(a) of Regulation S-K promulgated under the Exchange Act.

All contracts of the types referred to in clauses (i) through (xi) above are referred to herein as " Company Material Contracts ."

(b) Neither the Company nor any Subsidiary of the Company is in material breach of or default in any respect under the terms of any Company Material Contract and, to the knowledge of the Company, as of the date hereof, no other party to any Company Material Contract is in material breach of or default in any respect under the terms of any Company Material Contract, and no event has occurred or not occurred through the Company's or any of its Subsidiaries' action or inaction or, to the Company's knowledge, prior to the date hereof through the action or inaction of any third party, that with notice or the lapse of time or both would constitute a material breach of or default or result in the termination of or a right of termination or cancelation thereunder, accelerate the performance or obligations required thereby, or result in the loss of any material benefit under the terms of any Company Material Contract. To the knowledge of the Company, each Company Material Contract (i) is a valid and binding obligation of the Company or the Subsidiary of the Company that is party thereto and of each other party thereto, and (ii) is in full force and effect, subject to the Enforceability Exceptions, in each case, except as would not be material to the Company and its Subsidiaries, taken as a whole. There are no disputes pending or, to the Company's knowledge, threatened with respect to any Company Material Contract, and neither the Company nor any of its Subsidiaries has received any written notice of the intention of any other party to a Company Material Contract to terminate for default, convenience or otherwise, any Company Material Contract, in each case, except as would not be material to the Company and its Subsidiaries, taken as a whole.

Section 3.19 Finders or Brokers. Except for Centerview Partners LLC, neither the Company nor any of its Subsidiaries has employed any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who would be entitled to any fee or any commission in connection with or upon consummation of the Mergers.

Section 3.20 State Takeover Statutes. Assuming the accuracy of the Parent's representations and warranties set forth in Section 4.18, no state "fair price," "moratorium," "control share acquisition," "supermajority," "affiliate transactions" or "business combination statute or regulation" or other anti-takeover or similar Laws (each, a "Takeover Statute") is applicable to this Agreement, the Mergers or any of the other transactions contemplated by this Agreement. The Company Board has taken all actions necessary to render all potentially applicable Takeover Statutes inapplicable to this Agreement, the Mergers and the other transactions contemplated by this Agreement.

Section 3.21 Data Privacy.

(a) The Company and each of its Subsidiaries (i) are and, since January 1, 2015, have been in material compliance with their published privacy policies and guidelines, contractual obligations and, to the knowledge of the Company, all applicable Laws relating to data privacy, data collection, data protection and data security and (ii) take and have implemented and maintain commercially reasonable administrative, technical and physical measures to ensure that personally identifiable information is protected against loss, damage, and unauthorized access, use, modification or other misuse.

(b) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries have made all required disclosures to, and obtained any necessary consents from, users, customers, employees, contractors, Governmental Entities and other applicable Persons required by applicable Law related to data privacy, data collection, data protection and data security and have filed any required registrations with the applicable data protection authority.

Section 3.22 Insurance . Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the material insurance policies and fidelity bonds and all material self-insurance programs and arrangements relating to the business, equipment, properties, employees, officers or directors, assets and operations of the Company and its Subsidiaries (collectively, the "Company Insurance Policies") is in full force and effect, all premiums due and payable thereon have been paid when due and the Company is in compliance in all material respects with the terms and conditions of such Company Insurance Policies. The Company has not received any written notice regarding any invalidation or cancellation of any Company Insurance Policy that has not been renewed in the ordinary course without any lapse in coverage.

Section 3.23 No Other Representations or Warranties; Investigation.

(a) Except for the representations and warranties expressly set forth in this Article III (as qualified by the Company Disclosure Schedule), none of the Company, any of its Affiliates or any other Person on behalf of the Company makes any express or implied representation or warranty (and there is and has been no reliance by Parent, Merger Subs or any of their respective Affiliates, officers, directors, employees, accountants, consultants, legal counsel, investment bankers, advisors, representatives or authorized agents (collectively, " Representatives ") on any such representation or warranty) with respect to the Company, its Subsidiaries or its and their respective businesses or with respect to any other information provided, or made available, to Parent, Merger Subs or their respective Affiliates or Representatives in connection with the transactions contemplated hereby, including the accuracy or completeness thereof. Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in this Article III (as qualified by the Company Disclosure Schedule), neither the Company nor any other Person will have or be subject to any liability or other obligation to Parent, Merger Subs or their Affiliates or Representatives or any other Person resulting from Parent's, Merger Subs' or their Affiliates' or Representatives' use of any information, documents, projections, forecasts or other material made available to Parent, Merger Subs or their Affiliates or Representatives, including any information made available in the electronic data room maintained by the Company for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional "break-out" discussions, responses to questions submitted on behalf of Parent, Merger Subs or their respective Representatives or in any other form in connection with the transactions contemplated by this Agreement.

(b) The Company has conducted its own independent review and analysis of the business, operations, assets, Contracts, Intellectual Property, real estate, technology, liabilities, results of operations, financial condition and prospects of Parent and its Subsidiaries, and acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of Parent and its Subsidiaries that it and its Representatives have requested to review and that it and its Representatives have had the opportunity to meet with the management of Parent and to discuss the business and assets of Parent and its Subsidiaries. The Company acknowledges that neither Parent nor any Person on behalf of Parent makes, and the Company has not relied upon, any express or implied representation or warranty with respect to Parent or any of its Subsidiaries or with respect to any other information provided to the Company in connection with the transactions contemplated by this Agreement including the accuracy, completeness or currency thereof other than the representations and warranties contained in Article IV (as qualified by the Parent Disclosure Schedule). Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in Article IV hereof (as qualified by the Parent Disclosure Schedule) or in the event of fraud, the Company acknowledges and agrees that neither Parent nor any other Person will have or be subject to any liability or other obligation to the Company or its Affiliates or Representatives or any other Person resulting from the Company's or its Affiliates' or Representatives' use of any information, documents, projections, forecasts or other material made available to the Company or its Affiliates or Representatives, including any information made available in the electronic data room maintained by or on behalf of Parent or its Representatives for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Company or its Representatives or in any other form in connection with the transactions contemplated by this Agreement.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except (a) as disclosed in any form, document or report publicly filed with or publicly furnished to the SEC by Parent or any of its Subsidiaries at least five Business Days prior to the date hereof (excluding any disclosures set forth in any "risk factors," "forward-looking statements" or "market risk" or any similar section, in each case to the extent they are cautionary, predictive or forward-looking in nature) or (b) as disclosed in corresponding sections or subsections of the disclosure schedule delivered by Parent to the Company concurrently with the execution of this Agreement (the " Parent Disclosure Schedule "), it being hereby acknowledged and agreed that disclosure of any item in any section or subsection of the Parent Disclosure Schedule shall be deemed disclosed only with respect to the corresponding section or subsection or any other section or subsection of this Agreement to the extent that the relevance of

such disclosure to such other section or subsection is reasonably apparent on its face, Parent and Merger Subs jointly and severally represent and warrant to the Company as follows:

Section 4.1 Organization.

(a) Parent is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub I is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Ohio. Merger Sub II is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Ohio. Each of Parent and each Merger Sub has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted.

(b) Each of Parent's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted except where the failure to be in good standing or have such power or authority has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of Parent, each Merger Sub and their Subsidiaries is duly qualified or licensed, and has all necessary governmental approvals, to do business and (where such concept is recognized) is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such approvals, qualification or licensing necessary, except where the failure to be so duly approved, qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Parent has made available to the Company prior to the date of this Agreement a true and complete copy of Parent's certificate of incorporation and bylaws, Merger Sub I's articles of incorporation and code of regulations and Merger Sub II's certificate of formation and limited liability company agreement (collectively, the " Parent Organizational Documents "), in each case, as amended through the date hereof. The Parent Organizational Documents are in full force and effect, and Parent is not in material violation of any of their provisions.

Section 4.2 Capital Stock and Indebtedness.

(a) The authorized capital stock of Parent consists of 100,000,000 shares of common stock, par value $0.001 per share (the " Parent Common Stock ") and 5,000,000 shares of preferred stock, par value $0.001 per share. As of June 21, 2018, (i) 39,689,871 shares of Parent Common Stock were issued and outstanding (not including shares held in treasury but including 366,144 shares subject to Parent Restricted Share Awards), (ii) 1,698,352 shares of Parent Common Stock were held in treasury, (iii) 627,130 shares of Parent Common Stock were issuable upon the exercise of outstanding Parent Options, which had a weighted average exercise price of $74.96, (iv) 68,563 shares of Parent Common Stock were subject to Parent RSU Awards with time-based vesting, (v) 235,319 shares of Parent Common Stock were subject to Parent PSU Awards (assuming achievement of the applicable performance goals at the maximum level) and (vi) no other shares of capital stock or other voting securities of Parent were issued, reserved for issuance or outstanding. All outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and nonassessable and are free of preemptive rights.

(b) Except as set forth in this Section 4.2 , as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, calls, puts, convertible securities,

exchangeable securities or other similar rights, agreements or commitments to which Parent or any of its Subsidiaries is a party (i) obligating Parent or any of its Subsidiaries to (A) issue, transfer, exchange, sell or register for sale any shares of capital stock or other equity interests of Parent or any Subsidiary of Parent or securities convertible into or exchangeable for such shares or equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, put, convertible securities, exchangeable securities or other similar right, agreement or commitment relating to the capital stock or other equity interest of Parent or any Subsidiary of Parent or (C) redeem or otherwise acquire any such shares of capital stock or other equity interests, or (ii) granting any preemptive or antidilutive or similar rights with respect to any security issued by Parent or its Subsidiaries. As of the date of this Agreement, neither Parent nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with the stockholders of Parent on any matter. As of the date of this Agreement there are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting or registration of the capital stock or other equity interest of Parent or any of its Subsidiaries. Parent does not have in place, nor is it subject to, a stockholder rights plan, "poison pill" or similar plan or instrument that would prevent the Mergers.

(c) Except as would not be material to Parent and its Subsidiaries, taken as a whole, Parent or a Subsidiary of Parent owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity interests of each Subsidiary of Parent, and all of such shares of capital stock or other equity interests are duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights in favor of any Person other than Parent or a Subsidiary of Parent.

Section 4.3 Corporate Authority Relative to this Agreement; Consents and Approvals; No Violation.

(a) Each of Parent and each Merger Sub has the requisite corporate power or limited liability power, as applicable, and authority to execute and deliver this Agreement and, subject to the approval of the Parent Share Issuance by a majority of the votes cast by holders of outstanding shares of Parent Common Stock (the " Parent Stockholder Approval "), to consummate the transactions contemplated hereby, including the Mergers. The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by each of them of the transactions contemplated hereby, including the Mergers, have been duly and validly authorized by the Parent Board and the Board of Directors of Merger Sub I and the managers of Merger Sub II and, except for the adoption of this Agreement by Parent, as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II (which such adoption shall occur immediately following the execution of this Agreement), the Parent Stockholder Approval and the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, no other corporate action or proceedings on the part of Parent or either Merger Sub, or other vote of Parent's stockholders, Merger Sub's sole shareholder or Merger Sub II's sole member, are necessary to authorize the execution and delivery by Parent and

Merger Subs of this Agreement or the consummation of the transactions contemplated hereby, including the Mergers. (i) The Parent Board has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Parent and its stockholders, (B) declared it advisable to enter into this Agreement (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (D) resolved to recommend that the holders of Parent Common Stock approve the Parent Share Issuance (the " Parent Recommendation ") and (E) directed that the Parent Share Issuance be submitted for consideration by Parent's stockholders at a meeting thereof, (ii) the Board of Directors of Merger Sub I has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub I and its sole shareholder, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole shareholder of Merger Sub I adopt this Agreement and (iii) the managers of Merger Sub II have (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub II and its sole member, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole member of Merger Sub II adopt this Agreement. This Agreement has been duly and validly executed and delivered by Parent and Merger Subs and, assuming this Agreement constitutes the legal, valid and binding agreement of the Company, this Agreement constitutes the legal, valid and binding agreement of Parent and Merger Subs and is enforceable against Parent and Merger Subs in accordance with its terms, except as such enforcement may be subject to the Enforceability Exceptions.

(b) Other than in connection with or in compliance with the Transaction Approvals, no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Entity is required to be made or obtained under applicable Law for the consummation by Parent or either Merger Sub of the transactions contemplated by this Agreement, except for such authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings that are not required to be made or obtained prior to the consummation of such transactions or that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) The execution and delivery by Parent and Merger Subs of this Agreement does not, and (assuming the Transaction Approvals are obtained) the consummation of the transactions contemplated hereby, and compliance with the provisions hereof will not, (i) require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, constitute a change of control or default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than Parent Permitted Liens) upon any of the respective properties or assets of Parent, either Merger Sub or any of their Subsidiaries pursuant to, any Contract to

which Parent, either Merger Sub or any their Subsidiaries is a party or by which they or any of their respective properties or assets is bound, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (ii) conflict with or result in any violation of any provision of the Parent Organizational Documents or (iii) conflict with or violate any applicable Laws except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.4 Reports and Financial Statements.

(a) Parent has timely filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2015 (all such forms, documents and reports filed or furnished by Parent since such date, the " Parent SEC Documents "). As of their respective dates or, if amended, as of the date of the last such amendment (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), the Parent SEC Documents complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the applicable rules and regulations of the SEC promulgated thereunder, and none of the Parent SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of Parent's Subsidiaries is, or at any time since January 1, 2015 has been, required to file any forms, reports or other documents with the SEC. As of the date hereof, none of the Parent SEC Documents is the subject of ongoing SEC review. As of the date hereof, there are no inquiries or investigations by the SEC or any Governmental Entity or any internal investigations pending or, to the knowledge of Parent, threatened, in each case regarding any accounting practices or financial statements of Parent or any of its Subsidiaries.

(b) Since January 1, 2015, Parent has complied in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE.

(c) Since January 1, 2015, each of the principal executive officer and principal financial officer of Parent (or each former principal executive officer and principal financial officer of Parent, as applicable) have made all certifications required by Rule 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NYSE.

(d) The consolidated financial statements (including all related notes and schedules) of Parent included in or incorporated by reference into the Parent SEC Documents (i) fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material and to any other adjustments described therein, including the notes thereto), (ii) were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may

be indicated therein or in the notes thereto), and (iii) comply as to form in all material respects with the applicable accounting requirements under the Securities Act, the Exchange Act and the applicable rules and regulations of the SEC.

(e) Neither Parent nor any of its Subsidiaries is a party to, nor does it have any commitment to become a party to, any off-balance sheet joint venture, off-balance sheet partnership or any other "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC), other than those that would be *de minimis* to the Parent and its Subsidiaries, taken as a whole.

(f) Since January 1, 2015, (i) none of Parent or any of its Subsidiaries has received any written material complaint, allegation, assertion or claim regarding the financial accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of Parent or any of its Subsidiaries or any material complaint, allegation, assertion or claim from employees of Parent or any of its Subsidiaries regarding questionable financial accounting or auditing matters with respect to Parent or any of its Subsidiaries and (ii) no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty or similar material violation by Parent, any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Parent Board or any committee thereof, or to the General Counsel or Chief Executive Officer of Parent.

Section 4.5 Internal Controls and Procedures. Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. Parent's disclosure controls and procedures are designed to ensure that all information required to be disclosed by Parent in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent's management has completed an assessment of the effectiveness of Parent's internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended November 30, 2017, and such assessment concluded that such controls were effective. Based on its most recent evaluation of internal controls over financial reporting prior to the date

hereof, management of Parent has disclosed to Parent's auditors and the audit committee of the Parent Board (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect Parent's ability to report financial information and (ii) any fraud or allegations of fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal control over financial reporting, and each such deficiency, weakness and fraud so disclosed to auditors, if any, has been disclosed to Parent prior to the date hereof. Each of Parent and its Subsidiaries has substantially addressed any such deficiency, material weakness or fraud.

Section 4.6 No Undisclosed Liabilities . There are no Liabilities of Parent or any of its Subsidiaries of any nature whatsoever (whether accrued, absolute, determined, contingent or otherwise and whether due or to become due) that would be required by GAAP to be reflected on a consolidated balance sheet of Parent and its Subsidiaries for inclusion in a report required to be filed with the SEC, except for (i) Liabilities that are reflected or reserved against on the consolidated balance sheet of Parent and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended November 30, 2017 (including any notes thereto), (ii) Liabilities arising in connection with the transactions contemplated hereby or in connection with obligations under existing Contracts or applicable Law, (iii) Liabilities incurred in the ordinary course of business since November 30, 2017, (iv) Liabilities that have been discharged or paid in full in the ordinary course of business and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.7 Compliance with Law; Permits .

(a) Parent and each of its Subsidiaries are, and since January 1, 2015 have been, in material compliance with all applicable Laws. Since January 1, 2015, neither Parent nor any of its Subsidiaries has received any written notice or, to Parent's knowledge, other communication from any Governmental Entity regarding any actual or alleged failure to comply with any Law in a material respect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, Parent and its Subsidiaries hold all authorizations, licenses, permits, certificates, variances, exemptions, approvals, orders, registrations and clearances of any Governmental Entity necessary for Parent and its Subsidiaries to own, lease and operate their properties and assets, and to carry on and operate their businesses as currently conducted.

(c) To Parent's knowledge, none of Parent or its Subsidiaries, or any director, officer, employee or agent of Parent or any of its Subsidiaries, in each case, acting on behalf of Parent or any of its Subsidiaries, has in the past five years, directly or indirectly, (i) used any funds of Parent or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Parent or any of its Subsidiaries; or (iii) violated or is in violation of applicable Bribery Legislation.

(d) To Parent's knowledge, none of Parent or any of its Subsidiaries, or any director, officer, employee or agent of Parent or any of its Subsidiaries, (i) is a Sanctioned Person; (ii) has in the past five years engaged in direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of Parent or any of its Subsidiaries, except pursuant to a license from the United States; or (iii) has in the past five years violated, or engaged in any conduct sanctionable under, any Sanctions Law.

(e) Notwithstanding anything contained in this Section 4.7 , no representation or warranty shall be deemed to be made in this Section 4.7 in respect of the matters referenced any other section of this Article IV , including in respect of Tax or employee benefits matters.

Section 4.8 Employee Benefit Plans . Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, neither the execution of this Agreement nor the completion of the transactions contemplated hereby (either alone or in conjunction with any other event) will result in (i) any compensation payment becoming due to any employee of Parent or any of its Subsidiaries, (ii) the acceleration of vesting or payment or provision of any other rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any employee of Parent or any of its Subsidiaries, or (iii) any increase to the compensation or benefits otherwise payable under any Parent Benefit Plan.

Section 4.9 Absence of Certain Changes or Events.

(a) Since January 1, 2018 through the date of this Agreement, the businesses of Parent and its Subsidiaries have been conducted in all material respects in the ordinary course of business.

(b) Since January 1, 2018, there has not been any fact, change, circumstance, event, occurrence, condition or development that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.10 Litigation. As of the date hereof, except as would not reasonably be expected to be, individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole, (a) there is no Proceeding to which Parent or any of its Subsidiaries is a party pending or, to the knowledge of Parent, threatened and (b) neither Parent nor any of its Subsidiaries is subject to any outstanding Order.

Section 4.11 Parent and Merger Subs Information. The information supplied or to be supplied by Parent or either Merger Sub for inclusion in the Joint Proxy Statement/Prospectus and the Form S-4 will not, at the time the Joint Proxy Statement/Prospectus is first mailed to the Company's shareholders and Parent's stockholders, at the time of the Company Shareholders' Meeting and the Parent Stockholders' Meeting or at the time the Form S-4 (and any amendment or supplement thereto) is declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by Parent or either Merger Sub with respect to

statements made therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 4.12 Tax Matters.

(a) Parent has not been a "controlled corporation" or a "distributing corporation" (in each case, within the meaning of Section 355(a)(1)(A) of the Code) in any distribution that was purported or intended to be governed by Section 355 of the Code occurring during the two-year period ending on the date hereof. None of Parent or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(b) Neither Parent nor any of its Subsidiaries is aware of the existence of any fact, or has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Initial Merger and the Subsequent Merger, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code (disregarding for this purpose the "continuity of interest" requirement set forth in Treasury Regulations Section 1.368-1(e)).

Section 4.13 Opinion of Financial Advisor. The Parent Board has received the opinion of Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated the date of this Agreement, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions and limitations set forth in such opinion, the Merger Consideration being paid by Parent in the Mergers, pursuant to this Agreement, is fair, from a financial point of view, to Parent.

Section 4.14 Finders or Brokers. Except for Merrill Lynch, Pierce, Fenner & Smith Incorporated, neither Parent nor any of Parent's Subsidiaries has employed any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who would be entitled to any fee or any commission in connection with or upon consummation of the Mergers.

Section 4.15 Availability of Funds; Solvency.

(a) Parent will have at and as of the Closing Date sufficient available funds to consummate the Mergers and to make all payments required to be made in connection therewith, including payment of the aggregate Merger Consideration, any payments made in respect of equity compensation obligations to be paid in connection with the transactions contemplated hereby, the payment of any debt required to be repaid, redeemed, retired, cancelled, terminated or otherwise satisfied or discharged in connection with the Mergers (including all Indebtedness of the Company and its Subsidiaries required to be repaid, redeemed, retired, cancelled, terminated or otherwise satisfied or discharged in connection with the Mergers and the other transactions contemplated hereby) and all premiums and fees required to be paid in connection therewith and all other amounts to be paid pursuant to this Agreement and associated costs and expenses of the Mergers. As of the date of this Agreement, Parent has no reason to believe that the representations contained in the immediately preceding sentence will not be true at and as of the Closing Date. Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt or availability of any funds or financing by or to Parent or any of its Affiliates or any

other financing transaction be a condition to any of the obligations of Parent or either Merger Sub hereunder.

(b) Immediately after giving effect to the transactions contemplated by this Agreement (including any financing in connection with the transactions contemplated by this Agreement), (i) Parent and its Subsidiaries, taken as a whole, will not have incurred Indebtedness beyond their ability to pay such Indebtedness as it matures or becomes due, (ii) the then present fair saleable value of the assets of Parent and its Subsidiaries, taken as a whole, will exceed the amount that will be required to pay their probable Liabilities (including the probable amount of all contingent Liabilities) and Indebtedness as it becomes absolute or matured, (iii) the assets of Parent and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their probable Liabilities (including the probable amount of all contingent Liabilities) and Indebtedness and (iv) Parent and its Subsidiaries, taken as a whole, will not have unreasonably small capital to carry on their businesses as presently conducted or as proposed to be conducted.

Section 4.16 Financing.

(a) Parent has received and accepted an executed and binding debt commitment letter dated as of the date hereof, a true, correct and complete copy of which has been delivered to the Company (the " Debt Commitment Letter ") from the Debt Financing Sources party thereto pursuant to which the Debt Financing Sources have agreed, subject to the terms and conditions thereof, to provide the debt amounts set forth therein. The financings referred to in the Debt Commitment Letter are collectively referred to in this Agreement as the " Debt Financing ".

(b) As of the date hereof, the obligations of the Debt Financing Sources to fund the Debt Financing under the Debt Commitment Letter are not subject to any conditions precedent or other contingencies, except as set forth in the Debt Commitment Letter and the Fee Letters described below. Except for a customary fee letter related to the Debt Financing, a true, correct and complete copy of which has been provided to the Company with only the amount of fees, "pricing flex" and other economic terms therein redacted (none of which (i) subject the funding of the Debt Financing to any additional conditions precedent or other contingencies or (ii) could reduce the total amount of the Debt Financing available to Parent or either Merger Sub on the Closing Date), and a customary fee credit letter related to the Debt Financing and a customary engagement letter related to the Debt Financing (neither of which (A) subject the funding of the Debt Financing to any additional conditions precedent or other contingencies or (B) could reduce the total amount of the Debt Financing available to Parent or either Merger Sub on the Closing Date) (collectively, such fee letter, fee credit letter and engagement letter, the " Fee Letters "), as of the date hereof, there are no side agreements or other arrangements, commitments or understandings with respect to the Debt Financing.

(c) As of the date hereof and assuming satisfaction or waiver (to the extent permitted by applicable Law) of the conditions to Parent's and each Merger Sub's obligations to consummate the Merger, Parent does not have any reason to believe that it will be unable to satisfy on a timely basis all terms and conditions to be satisfied by it in the Debt Commitment Letter on or prior to the Closing Date, nor does Parent have knowledge, as of the date of this

Agreement, that any of the Debt Financing Sources will not, or is expected not to, perform its obligations thereunder.

(d) As of the date hereof, the Debt Commitment Letter is a legal, valid and binding obligation of Parent and, to the knowledge of Parent, of the other parties thereto. Parent has paid in full any and all commitment fees or other fees required to be paid pursuant to the terms of the Debt Commitment Letter on or before the date of this Agreement and will pay in full any such amounts due on or before the Closing Date.

(e) For the avoidance of doubt, in no event shall the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Debt Financing) by Parent or any Affiliate thereof or any other financing or other transactions be a condition to any of Parent's or either Merger Sub's obligations hereunder.

Section 4.17 Merger Subs . Each Merger Sub is a wholly owned subsidiary of Parent. As at the date of this Agreement, the authorized capital stock of Merger Sub I consists of 1,000 common shares, par value $0.0001 per share, all of which are validly issued and outstanding. Parent is the sole member of Merger Sub II and the membership interests in Merger Sub II have been validly issued. All of the issued and outstanding capital stock of Merger Sub I is, and at the Effective Time will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent and all of the issued and outstanding membership interests of Merger Sub II is, and at the effective time of the Subsequent Merger will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of Merger Sub I or Merger Sub II. Since its date of incorporation, Merger Sub I has not, and prior to the Effective Time will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the Effective Time will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement. Since its date of formation, Merger Sub II has not, and prior to the effective time of the Subsequent Merger will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the effective time of the Subsequent Merger will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement. Merger Sub II is, and at the effective time of the Subsequent Merger will be, treated as a "disregarded entity" of Parent for U.S. federal income tax purposes.

Section 4.18 Ownership of Company Common Shares. Neither Parent nor any of its Affiliates or Subsidiaries beneficially owns any Company Common Shares or is, or has been at any time during the period commencing three years prior to the date hereof through the date hereof, an "interested shareholder" of the Company, as such term is defined in Section 1704.01 of the Ohio Revised Code.

Section 4.19 State Takeover Statutes. No Takeover Statute is applicable to this Agreement, the Mergers or any of the other transactions contemplated by this Agreement. The Parent Board has taken all actions necessary to render all potentially applicable Takeover Statutes inapplicable to this Agreement, the Mergers and the other transactions contemplated by this Agreement.

Section 4.20 No Other Representations and Warranties; Investigation.

(a) Except for the representations and warranties expressly set forth in this Article IV (as qualified by the Parent Disclosure Schedule), none of Parent, either Merger Sub, any of their respective Affiliates or any other Person on behalf of Parent or either Merger Sub makes any express or implied representation or warranty (and there is and has been no reliance by the Company or any of its Representatives on any such representation or warranty) with respect to Parent, either Merger Sub, their Subsidiaries or their and their Subsidiaries' respective businesses or with respect to any other information provided, or made available, to the Company or its Affiliates or Representatives in connection with the transactions contemplated hereby, including the accuracy or completeness thereof. Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in this Article IV (as qualified by the Parent Disclosure Schedule), none of Parent, either Merger Sub or any other Person will have or be subject to any liability or other obligation to the Company or its Affiliates or Representatives or any other Person resulting from the Company's or its Affiliates' or Representatives' use of any information, documents, projections, forecasts or other material made available to the Company or its Affiliates or Representatives, including any information made available in the electronic data room maintained by Parent for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Company or its Representatives or in any other form in connection with the transactions contemplated by this Agreement.

(b) Each of Parent and each Merger Sub has conducted its own independent review and analysis of the business, operations, assets, Contracts, Intellectual Property, real estate, technology, liabilities, results of operations, financial condition and prospects of the Company and its Subsidiaries, and each of them acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of the Company and its Subsidiaries that it and its Representatives have requested to review and that it and its Representatives have had the opportunity to meet with the management of the Company and to discuss the business and assets of the Company and its Subsidiaries. Each of Parent and each Merger Sub acknowledges that neither the Company nor any Person on behalf of the Company makes, and neither Parent nor either Merger Sub has relied upon, any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or with respect to any other information provided to Parent or either Merger Sub in connection with the transactions contemplated by this Agreement including the accuracy, completeness or currency thereof other than the representations and warranties contained in Article III (as qualified by the Company Disclosure Schedule). Without limiting the foregoing, except for any remedies

available under this Agreement with respect to the representations and warranties expressly set forth in Article III (as qualified by the Company Disclosure Schedule) or in the event of fraud, each of Parent and each Merger Sub acknowledges and agrees that, neither the Company nor any other Person will have or be subject to any liability or other obligation to Parent, either Merger Sub or their Affiliates of Representatives or any other Person resulting from Parent's, either Merger Sub's or their Affiliates' or Representatives' use of any information, documents, projections, forecasts or other material made available to Parent, either Merger Sub or their Affiliates or Representatives, including any information made available in the electronic data room maintained by or on behalf of the Company or its Representatives for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional "break-out" discussions, responses to questions submitted on behalf of Parent, either Merger Sub or their respective Representatives or in any other form in connection with the transactions contemplated by this Agreement.

ARTICLE V.

COVENANTS AND AGREEMENTS

Section 5.1 Conduct of the Company's Business.

(a) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement or (iv) as set forth in Section 5.1(a) of the Company Disclosure Schedule, subject to compliance with the restrictions in Section 5.1(b) , the Company shall and shall cause each of its Subsidiaries to (A) conduct its business in the ordinary course and materially consistent with past practice and (B) use commercially reasonable efforts to maintain and preserve intact its business organization.

(b) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement or (iv) as set forth in Section 5.1(b) of the Company Disclosure Schedule, the Company shall not, and shall not permit any of its Subsidiaries to:

(A) amend the Company Organizational Documents or otherwise take any action to exempt any Person from any provision of the Company Organizational Documents;

(B) split, combine or reclassify any capital stock, voting securities or other equity interests of the Company;

(C) make, declare or pay any dividend, or make any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock, or any other securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of its capital stock, except for (1) any such transactions solely among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, (2) the acceptance of Company Common Shares as payment for the exercise price of Company Options or (3) the acceptance of Company Common Shares, or withholding of Company Common Shares otherwise deliverable, to satisfy withholding Taxes incurred in connection with the exercise, vesting and/or settlement of Company Equity Awards; provided , that the Company may make, declare and pay quarterly cash dividends (and, with respect to the Company Equity Awards, as and if applicable, dividends or dividend equivalents) in an amount per share not in excess of $0.11 per quarter and with record dates consistent with the record dates customarily used by the Company for the payment of quarterly cash dividends, including with respect to the quarter in which the Effective Time occurs unless the Effective Time precedes the record date for such quarter;

(D) grant any Company Equity Awards or other equity-based awards or interests, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock;

(E) (1) issue, sell or otherwise permit to become outstanding any additional shares of its capital stock or securities convertible or exchangeable into, or exercisable for, any shares of its capital stock or any options, warrants, or other rights of any kind to acquire any shares of its capital stock, except pursuant to the exercise, vesting and/or settlement of Company Equity Awards outstanding as of the date hereof, or granted after the date hereof consistent with the terms of this Agreement, in each case in accordance with their terms, or (2) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock or equity interests;

(F) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization, other than the Mergers and other than any mergers, consolidations or reorganizations solely among the Company and its Subsidiaries or among the Company's Subsidiaries;

(G) incur, assume, endorse, guarantee or otherwise become liable for or modify in any material respect the terms of any Indebtedness for borrowed money or issue or sell any debt securities or any rights to acquire any debt securities, except for (1) any indebtedness for borrowed money among the Company and its Subsidiaries or among Subsidiaries of the Company, (2) guarantees by the Company of Indebtedness for borrowed money of Subsidiaries of the Company or guarantees by Subsidiaries of the Company of Indebtedness for borrowed money of the Company or any of its Subsidiaries, which Indebtedness is incurred in compliance with this clause (G) or is outstanding on the date hereof, (3) Indebtedness for commercial paper or Indebtedness

incurred pursuant to agreements entered into by the Company or any Subsidiary of the Company in effect prior to the execution of this Agreement, and (4) additional Indebtedness for borrowed money incurred by the Company or any of its Subsidiaries not to exceed $10,000,000 in aggregate principal amount outstanding, in the case of each of clauses (2) and (3), in the ordinary course of business and consistent with past practice;

(H) other than in accordance with contracts or agreements in effect on the date hereof, sell, transfer, mortgage, encumber or otherwise dispose of any of its properties or assets having a value in excess of $2,000,000 individually or $5,000,000 in the aggregate to any Person (other than to the Company or a wholly owned Subsidiary of the Company and other than (1) sales of inventory, (2) sales of rental equipment in the ordinary course or obsolete or worthless equipment, or (3) commodity, purchase, sale or hedging agreements that can be terminated upon 90 days or less notice without penalty (which term shall not be construed to include customary settlement costs), and power contracts, in each case in the ordinary course of business);

(I) acquire any assets (other than acquisitions of assets in the ordinary course of business or transactions of a type described in any other subsection of this Section 5.1(b) that are not prohibited by such subsection) or any other Person or business of any other Person (whether by merger or consolidation, acquisition of stock or assets or by formation of a joint venture or otherwise) or make any investment in any Person, in each case other than a wholly owned Subsidiary of the Company (or any assets thereof), either by purchase of stock or securities, contributions to capital, property transfers or purchase of property or assets of any Person other than a wholly owned Subsidiary of the Company, if such acquisition or investment is in excess of $2,000,000 individually or $5,000,000 in the aggregate;

(J) except as required by any Collective Bargaining Agreement or Company Benefit Plan, (1) establish, adopt, materially amend or terminate any material Company Benefit Plan or create or enter into any plan, agreement, program, policy, trust, fund or other arrangement that would be a material Company Benefit Plan if it were in existence as of the date of this Agreement, except for adoptions, amendments or terminations in the ordinary course of business that do not materially increase costs, (2) increase in any manner the compensation (including severance, change-in-control and retention compensation) or benefits of any current or former employees of the Company or its Subsidiaries, except for increases in the ordinary course of business consistent with past practice, (3) pay or award, or commit to pay or award, any bonuses or incentive compensation, other than in the ordinary course of business consistent with past practice, (4) accelerate any rights or benefits under any Company Benefit Plan, or (5) accelerate the time of vesting or payment of any award under any Company Benefit Plan;

(K) accelerate, terminate or cancel, or waive, release or assign any material term of, or right, obligation or claim under, any Company Material Contract (other than expiration of any such Company Material Contract in accordance with its term) or amend or modify any Company Material Contract in a manner that is materially

adverse to the Company or any of its Subsidiaries, in each case other than in the ordinary course;

(L) enter into (1) any Company Lease requiring an annual payment in excess of $2,000,000 or (2) any procurement Contract with continuing obligations for the Company or any of its Subsidiaries which extend more than 12 months from the date of such Contract that is expected to involve amounts to be paid by or obligations of, the Company or any of its Subsidiaries in excess of $2,000,000 in any 12 month period (except, in the case of this clause (2), for agreements of a type described in any other subsection of this Section 5.1(b) that are not prohibited by such subsection);

(M) make any material loans or advances, except for operating leases and extensions of credit terms to customers in the ordinary course of business;

(N) other than in the ordinary course of business, (1) amend any material Tax Return, (2) make, change or revoke any material Tax election, (3) settle or compromise any material Tax claim or assessment by any Governmental Entity for an amount that exceeds (other than by a *de minimis* amount) the amount reserved, in accordance with GAAP, on the consolidated balance sheet of the Company and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended December 31, 2017 (4) surrender or waive any right to claim a material Tax refund or (5) consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment;

(O) other than in the ordinary course of business, settle, compromise or otherwise resolve any Proceedings (excluding any audit, claim or other proceeding in respect of Taxes) in a manner resulting in liability for, or restrictions on the conduct of business by, the Company or any of its Subsidiaries, other than settlements of, compromises for or resolutions of any Proceedings (1) funded, subject to payment of a deductible, by insurance coverage maintained by the Company or any of its Subsidiaries or (2) for payment of less than $2,500,000 (after taking into account insurance coverage maintained by the Company or any of its Subsidiaries) in the aggregate beyond the amounts reserved on the consolidated financial statements of the Company;

(P) make or commit to make capital expenditures exceeding $2,000,000 individually, other than capital expenditures contemplated in the Company's capital expenditure budget for the fiscal year ending December 31, 2018, as disclosed to Parent prior to the date hereof; provided , that, in the event the Effective Time has not occurred prior to January 1, 2019, the Company may establish a capital expenditure budget for the fiscal year ending December 31, 2019 in an amount no greater than 110% in the aggregate of the capital expenditure budget for the fiscal year ending December 31, 2018, and also make or commit to make capital expenditures in accordance with such budget;

(Q) implement or adopt any material change in its tax or financial accounting principles or methods, other than as may be required by GAAP or applicable Law; or

(R) agree to take, or make any commitment to take, any of the foregoing actions that are prohibited pursuant to this Section 5.1(b) .

(c) If, during the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, the Company or any of its Subsidiaries enters into a Specified Contract, the Company shall notify Parent reasonably promptly after the date thereof, but in any event no later than three (3) Business Days thereafter.

Section 5.2 Conduct of Parent's Business.

(a) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement or as set forth in or otherwise contemplated by the Debt Commitment Letter, or in connection with the Debt Financing or any amendments, modifications or replacements thereof, or (iv) as set forth in Section 5.2(a) of the Parent Disclosure Schedule, subject to compliance with the restrictions in Section 5.2(b) , each of Parent and each Merger Sub shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the ordinary course and materially consistent with past practice and (B) use commercially reasonable efforts to maintain and preserve intact its business organization.

(b) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement, (iv) as set forth in Section 5.2(b)(i) of the Parent Disclosure Schedule or (v) in connection with a change in control of Parent, each of Parent and each Merger Sub shall not, and shall not permit any of its Subsidiaries to take those actions set forth on Section 5.2(b)(ii) of the Parent Disclosure Schedule.

(c) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, Parent shall not, and shall not permit any of its Subsidiaries to, acquire or agree to acquire by merging or consolidating with, or by purchasing a material portion of the assets of or equity in, any Person (a " Specified Acquisition ") if the entering into of a definitive agreement relating to or the consummation of such a Specified Acquisition as applicable, could reasonably be expected to (i) prevent, materially delay or materially impede the obtaining of, or adversely affect in any material respect the ability of Parent to procure, any authorizations, consents, orders, declarations or approvals of any Governmental Entity or the expiration or termination of any applicable waiting period necessary to consummate the transactions contemplated hereby or (ii) materially increase the risk

of any Governmental Entity entering an order, ruling, judgment or injunction prohibiting the consummation of the transactions contemplated hereby or (iii) take any action that is intended to or would reasonably be expected to adversely affect or materially delay the ability of Parent to consummate the transactions contemplated hereby.

Section 5.3 Access.

(a) For purposes of furthering the transactions contemplated hereby, the Company shall afford Parent and its Representatives reasonable access during normal business hours upon reasonable advance notice to the Company, throughout the period from the date hereof until the earlier of the termination of this Agreement and the Effective Time, to its and its Subsidiaries' personnel, properties, contracts, commitments, books and records and such other information concerning its business, properties and personnel as Parent may reasonably request. Notwithstanding anything to the contrary contained in this Section 5.3(a) , any document, correspondence or information or other access provided pursuant to this Section 5.3(a) may be redacted or otherwise limited to the extent required to prevent disclosure of information concerning the valuation of the Company, Parent and the Mergers or other similarly confidential or competitively sensitive information. All access pursuant to this Section 5.3(a) shall be (i) conducted in such a manner as not to interfere unreasonably with the normal operations of the Company or any of its Subsidiaries and (ii) coordinated through the General Counsel of the Company or a designee thereof.

(b) In the event of (i) an occurrence which would make it reasonably likely that any of the conditions set forth in Section 6.2(a) , Section 6.2(b) or Section 6.2(c) would not be met or (ii) the Company Board determining in good faith that it could be entitled to make a Company Adverse Recommendation Change pursuant to Section 5.4(e) or Section 5.4(f) or cause the Company to terminate this Agreement in accordance with Section 7.1(i) , and the Company Board needs such information from the Parent to make such determination , at the Company's request, Representatives of Parent will meet with Representatives of the Company and provide the Company with information reasonably requested in connection with the foregoing.

(c) Notwithstanding anything to the contrary contained in this Section 5.3 , neither the Company nor Parent, as applicable, nor any of its Subsidiaries shall be required to provide any access, or make available any document, correspondence or information, if doing so would, in the judgment of its legal counsel, (i) jeopardize the attorney-client privilege of the Company or Parent, as applicable, or any of its Subsidiaries or (ii) conflict with any (A) Law applicable to the Company or any of its Subsidiaries or the assets, or operation of the business, of the Company or Parent, as applicable, or any of its Subsidiaries or (B) Contract to which the Company or Parent, as applicable, or any of its Subsidiaries is a party or by which any of their assets or properties are bound; provided , that in such instances the party withholding access shall inform the other party of the general nature of the information being withheld and, upon the other party's request, reasonably cooperate with the other party to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in the foregoing clauses (i) and (ii) .

(d) The parties hereto hereby agree that all information provided to them or their respective Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be governed in accordance with the Confidentiality and Non-Disclosure Agreement, dated as of March 19, 2018, between the Company and Concentrix Corporation (the " Confidentiality Agreement "), which shall continue in full force and effect in accordance with its terms.

Section 5.4 No Solicitation by the Company.

(a) Except as permitted by this Section 5.4 , the Company shall not, and shall cause each of its Subsidiaries and its and their respective officers and directors, and shall instruct each of its other Representatives not to, directly or indirectly, (A) solicit, initiate, or knowingly encourage or facilitate any proposal or offer or any inquiries regarding the making of any proposal or offer, including any proposal or offer to its shareholders, that constitutes, or would reasonably be expected to lead to, a Company Takeover Proposal, (B) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other Person any information in connection with or for the purpose of encouraging or facilitating, any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, a Company Takeover Proposal (other than, in response to an unsolicited inquiry, to ascertain facts from the Person making such Company Takeover Proposal for the sole purpose of clarifying the terms and conditions thereof so as to determine whether such Company Takeover Proposal constitutes, or would reasonably be expected to lead to, a Company Superior Proposal and to refer the inquiring Person to this Section 5.4 and to limit its conversation or other communication exclusively to such referral and such clarifying of terms as provided herein) or (C) approve, recommend or enter into, or propose to approve, recommend or enter into, any letter of intent or similar document, agreement, commitment, or agreement in principle with respect to a Company Takeover Proposal.

(b) The Company shall, and shall cause each of its Subsidiaries and direct its and their Representatives to, immediately cease and cause to be terminated any discussions or negotiations with any Persons (other than Parent and Merger Subs) that may be ongoing with respect to a Company Takeover Proposal and shall use commercially reasonable efforts to cause any such person in possession of non-public information in respect of the Company or its Subsidiaries that was furnished by or on behalf of the Company and its Subsidiaries in connection with such Company Takeover Proposal to return or destroy (and confirm such destruction of) all such information. The Company shall not release any third party from, or waive, amend or modify any provision of, or grant permission under, any standstill or confidentiality provision with respect to a Company Takeover Proposal or similar matter in any agreement to which the Company is a party; provided , that if the Company Board determines in good faith, after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, the Company may waive any such standstill provision solely to the extent necessary to permit a third party to make a Company Takeover Proposal.

(c) Notwithstanding anything to the contrary contained in this Agreement, if at any time after the date of this Agreement and prior to obtaining the Company Shareholder Approval, the Company receives a *bona fide* unsolicited written Company Takeover Proposal from any Person that did not result from a breach of this Section 5.4 , and if the Company Board determines in good faith, after consultation with its independent financial advisors and outside legal counsel, that such Company Takeover Proposal constitutes or could reasonably be expected to lead to a Company Superior Proposal, then the Company and its Representatives may (i) furnish, pursuant to an Acceptable Confidentiality Agreement, information (including non-public information) with respect to the Company and its Subsidiaries to the Person that has made such Company Takeover Proposal and its Representatives (provided , that the Company shall, substantially concurrently with the delivery to such Person, provide to Parent any non-public information concerning the Company or any of its Subsidiaries that is provided or made available to such Person or its Representatives unless such non-public information has been previously provided to Parent) and (ii) engage in or otherwise participate in discussions or negotiations with the Person making such Company Takeover Proposal and its Representatives regarding such Company Takeover Proposal. The Company shall promptly (and in any event within 24 hours) notify Parent in writing if the Company takes any of the actions in clauses (i) and (ii) above.

(d) The Company shall promptly (and in no event later than 24 hours after receipt) notify Parent in writing in the event that the Company or any of its Representatives receives a Company Takeover Proposal or any offer, proposal, inquiry or request for information or discussions relating to the Company or its Subsidiaries that would be reasonably likely to lead to or that contemplates a Company Takeover Proposal, including the identity of the Person making the Company Takeover Proposal or offer, proposal, inquiry or request and the material terms and conditions thereof. The Company shall keep Parent reasonably informed, on a reasonably current basis (but in no event more often than once every 24 hours), as to the status of (including any material developments) such Company Takeover Proposal, offer, proposal, inquiry or request.

(e) Except as permitted by this Section 5.4 , neither the Company Board nor any committee thereof shall (i) (A) change, qualify, withhold, withdraw or modify, or authorize or resolve to or publicly propose or announce its intention to change, qualify, withhold, withdraw or modify, in each case in any manner adverse to Parent, or fail to include in the Joint Proxy Statement/Prospectus, the Company Recommendation, (B) approve or recommend to the shareholders of the Company, or resolve to or publicly propose or announce its intention to approve or recommend to the shareholders of the Company, a Company Takeover Proposal, (C) fail to recommend against acceptance of any Company Takeover Proposal that is structured as a tender offer or exchange offer for Company Common Shares within ten Business Days after commencement of such offer, (D) fail to reaffirm the Company Recommendation within ten Business Days after a request therefor by Parent following the date any written Company Takeover Proposal (or any material written modification thereto) is first publicly disclosed by the Company or the Person making the written Company Takeover Proposal (provided that Parent may not make such a request more than once for each Company Takeover Proposal or material modification thereto) or (E) agree or publicly propose to do any of the foregoing (any action

described in this clause (i) being referred to as a " Company Adverse Recommendation Change ") or (ii) authorize, cause or permit the Company or any of its Subsidiaries to enter into any letter of intent, memorandum of understanding, agreement (including an acquisition agreement, merger agreement, joint venture agreement or other agreement), commitment or agreement in principle with respect to any Company Takeover Proposal (other than an Acceptable Confidentiality Agreement entered into in accordance with Section 5.4(c)) (a " Company Acquisition Agreement "). Notwithstanding anything to the contrary set forth in this Agreement, at any time after the date of this Agreement and prior to the time the Company Shareholder Approval is obtained, the Company Board may make a Company Adverse Recommendation Change if, prior to taking such action, the Company Board has determined in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with the Company Board's fiduciary duties under applicable Law; provided , that prior to making such Company Adverse Recommendation Change, (I) the Company has given Parent at least two Business Days prior written notice of its intention to take such action specifying, in reasonable detail, the reasons therefor, and (II) upon the end of such notice period, the Company Board shall have considered in good faith any revisions to the terms of this Agreement proposed in writing by Parent, and shall have determined, after consultation with independent financial advisors and outside legal counsel, that the failure to make a Company Adverse Recommendation Change would reasonably be expected to continue to be inconsistent with the Company Board's fiduciary duties under applicable Law.

(f) Notwithstanding the foregoing, at any time after the date of this Agreement and prior to the time the Company Shareholder Approval is obtained, if the Company Board has determined in good faith, after consultation with independent financial advisors and outside legal counsel, that a written Company Takeover Proposal made after the date hereof constitutes a Company Superior Proposal , the Company Board may, subject to compliance with this Section 5.4(f) , (i) make a Company Adverse Recommendation Change or (ii) cause the Company to terminate this Agreement in accordance with Section 7.1(i) in order to enter into a definitive agreement relating to such Company Superior Proposal subject to paying the Company Termination Fee in accordance with Section 7.3 ; provided , that prior to so making a Company Adverse Recommendation Change or terminating this Agreement, (A) the Company has given Parent at least four Business Days' prior written notice of its intention to take such action, including the material terms and conditions of, and the identity of the Person making, any such Company Superior Proposal and has contemporaneously provided to Parent a copy of the Company Superior Proposal and a copy of any proposed Company Acquisition Agreements (which version shall be updated, as applicable, promptly) , (B) at the end of such notice period, the Company Board shall have considered in good faith any revisions to the terms of this Agreement proposed in writing by Parent, and shall have determined, after consultation with its independent financial advisors and outside legal counsel, that the Company Superior Proposal would nevertheless continue to constitute a Company Superior Proposal if the revisions proposed by Parent were to be given effect, and (C) in the event of any change to any of the financial terms (including the form, amount and timing of payment of consideration) or any other material terms of such Company Superior Proposal, the Company shall, in each case, have delivered to Parent an additional notice consistent with that described in clause (A) above of this proviso and a new notice period of two Business Days shall commence during which time the Company shall be

required to comply with the requirements of this Section 5.4(f) anew with respect to such additional notice, including clauses (A) through (C) above of this proviso.

(g) Nothing contained in this Section 5.4 shall prohibit the Company or the Company Board from (i) taking and disclosing to the shareholders of the Company a position contemplated by Rule 14e-2(a) or Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (it being understood that such action may constitute a Company Adverse Recommendation Change for purposes of Section 5.4(f) and Section 7.1(h) if it otherwise satisfies the definition thereof) or (ii) from making any "stop, look and listen" communication to the shareholders of the Company pursuant to Rule 14d-9(f) under the Exchange Act.

Section 5.5 Filings; Other Actions.

(a) As promptly as reasonably practicable following the date of this Agreement, (i) the Company and Parent shall jointly prepare and each shall file with the SEC the preliminary Joint Proxy Statement/Prospectus and (ii) Parent shall prepare and file with the SEC the Form S-4 with respect to the shares of Parent Common Stock issuable in the Initial Merger, which shall include the Joint Proxy Statement/Prospectus with respect to the Company Shareholders' Meeting and Parent Stockholders' Meeting. Each of the Company and Parent shall use its reasonable best efforts to (A) have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing, (B) ensure that the Form S-4 complies in all material respects with the applicable provisions of the Exchange Act and Securities Act, and (C) keep the Form S-4 effective for so long as necessary to complete the Mergers. Each of the Company and Parent shall furnish all information concerning itself, its Affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Joint Proxy Statement/Prospectus and the Form S-4. Each of the Company and Parent shall provide the other party with a reasonable period of time to review the Joint Proxy Statement/Prospectus and any amendments thereto prior to filing and shall reasonably consider any comments from the other party. Each of the Company and Parent shall respond promptly to any comments from the SEC or the staff of the SEC. Each of the Company and Parent shall notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Joint Proxy Statement/Prospectus or Form S-4 or for additional information and shall supply the other party with copies of all correspondence between it and any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Joint Proxy Statement/Prospectus or Form S-4 or the transactions contemplated by this Agreement within 48 hours of the receipt thereof. The Joint Proxy Statement/Prospectus and Form S-4 shall comply as to form in all material respects with the applicable requirements of the Exchange Act and Securities Act. If at any time prior to the Company Shareholders' Meeting or Parent Stockholders' Meeting (or any adjournment or postponement of the Company Shareholders' Meeting or Parent Stockholders' Meeting) any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Joint Proxy Statement/Prospectus and Form S-4, so that the Joint Proxy Statement/Prospectus and Form S-4 would not include a misstatement of a material

fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed by the Company and/or Parent with the SEC and, to the extent required by applicable Law, disseminated to the shareholders of the Company and the stockholders of Parent. The Company shall cause the Joint Proxy Statement/Prospectus and Form S-4 to be mailed to the Company's shareholders, and Parent shall cause the Joint Proxy Statement/Prospectus and Form S-4 to be mailed to Parent's stockholders, as promptly as reasonably practicable after the Form S-4 is declared effective under the Securities Act (such date, the " Clearance Date ").

(b) Subject to Section 5.4(f) and Section 5.5(c) , the Company shall take all action necessary in accordance with applicable Law and the Company Organizational Documents to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Joint Proxy Statement/Prospectus for the purpose of obtaining the Company Shareholder Approval (the " Company Shareholders' Meeting ") as soon as reasonably practicable following the Clearance Date. U nless the Company shall have made a Company Adverse Recommendation Change in compliance with Section 5.4(f) , the Company shall include the Company Recommendation in the Joint Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Company Shareholder Approval at the Company Shareholders' Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable .

(c) The Company shall cooperate with and keep Parent informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Joint Proxy Statement/Prospectus to its shareholders. The Company may adjourn or postpone the Company Shareholders' Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Company Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Company Shareholders' Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus) there are insufficient Company Common Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholders' Meeting, (iii) if the Company reasonably determines in good faith that the Company Shareholder Approval is unlikely to be obtained or (iv) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the adoption of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company's shareholders in connection with the adoption of this Agreement) that the Company shall propose to be acted on by the shareholders of the Company at the Company Shareholders' Meeting.

(d) Subject to Section 5.5(e) , Parent shall take all action necessary in accordance with applicable Law and the Parent Organizational Documents to set a record date for, duly give notice of, convene and hold a meeting of its stockholders following the mailing of

the Joint Proxy Statement/Prospectus for the purpose of obtaining the Parent Stockholder Approval (the " Parent Stockholders' Meeting ") as soon as reasonably practicable following the Clearance Date. Parent shall include the Parent Recommendation in the Joint Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Parent Stockholder Approval at the Parent Stockholders' Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable .

(e) Parent shall cooperate with and keep the Company informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Joint Proxy Statement/Prospectus to its stockholders. Parent may adjourn or postpone the Parent Stockholders' Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Parent Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Parent Stockholders' Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus) there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Stockholders' Meeting, (iii) if Parent reasonably determines in good faith that the Parent Stockholder Approval is unlikely to be obtained or (iv) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), the approval of the Parent Share Issuance shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by Parent's stockholders in connection with the adoption of this Agreement) that Parent shall propose to be acted on by the stockholders of Parent at the Parent Stockholders' Meeting.

Section 5.6 Employee Matters.

(a) Effective as of the Effective Time and during the one-year period immediately following the Effective Time, Parent shall provide, or shall cause the Surviving Company to provide, to each employee of the Company or its Subsidiaries who was an employee immediately prior to the Effective Time and who continues to be employed by Parent or the Surviving Company or any of their respective Subsidiaries following the Effective Time (collectively, the " Company Employees ") base compensation and cash incentive compensation opportunities that, in each case, are no less favorable than the base compensation and cash incentive compensation opportunities that were provided to the Company Employee immediately before the Effective Time (it being understood that in the case of cash incentive compensation opportunity, the underlying performance metrics need not be no less favorable than, or use the same type of metric as, those provided immediately before the Effective Time, so long as they are of substantially comparable achievability as determined in reasonable good faith by Parent as those provided immediately before the Effective Time).

(b) Effective as of the Effective Time and during the eight-month period immediately following the Effective Time, Parent shall provide, or shall cause the Surviving Company to provide, to each Company Employee employee benefits that are, in the aggregate, no less favorable than the employee benefits that were provided to the Company Employee

immediately before the Effective Time; provided , however , that nothing included in this Section 5.6(b) shall prevent Parent from making modifications to the employee benefits offered to its U.S. employees, including the Company Employees, at Parent's next open enrollment, which will be effective for the policy year starting on July 1, 2019. Parent shall provide, or shall cause the Surviving Company to provide, to each Company Employee whose employment is involuntarily terminated by the Company during the two-year period following the Effective Time, the severance benefits, if any, that would have been provided to the Company Employee under the Company's severance arrangements in effect immediately prior to the Effective Time.

(c) Each Company Employee who immediately prior to the Effective Time is then participating in the Company's Annual Incentive Plans (AIP) (including the 2018 AIP adopted by resolution of the Compensation and Benefits Committee of the Board) or other non-sales bonus plans for Company Employees at the level of director and above (collectively, the " Bonus Plans ") will be entitled to receive an annual bonus payment in respect of fiscal year 2018 pursuant to the terms of the applicable Bonus Plan and of this Section 5.6(c) so long as the Company Employee remains employed by the Company or a Subsidiary thereof continuously up to and including December 31, 2018; provided , that a Company Employee who experiences a severance-qualifying termination of employment under a severance plan of the Company and its Affiliates (or, in the case of a Company Employee employed outside of the United States, pursuant to applicable Law) on or after the Closing and on or before December 31, 2018 will be entitled to receive the annual bonus payment in respect of fiscal year 2018 that would otherwise be payable to such Company Employee pursuant to the terms of this Section 5.6(c) , prorated to reflect the percentage of 2018 elapsed through the date of such termination of employment; but, provided, further, that such prorated payment shall be reduced (but not below zero) by any prorated bonus in respect of fiscal year 2018 to which the applicable Company Employee is entitled pursuant to a severance plan of the Company and its Affiliates (or, in the case of a Company Employee employed outside of the United States, pursuant to applicable Law). The amount of each bonus payment shall be based on the actual level of achievement of the applicable performance goals established under the applicable Bonus Plan in respect of fiscal year 2018 (with such determination of performance to exclude any costs relating to the Mergers, as applicable), as determined by Parent in accordance with the applicable Bonus Plan; provided , however , that (i) a Company Employee's bonus amount shall be no less than 80% of such Company Employee's target bonus payment amount, and (ii) in the event that the actual level of achievement of the applicable performance goals meets or exceeds the target level of achievement, the target bonus payment shall be increased by 10% of the amount provided for under the terms of the applicable Bonus Plan. Annual bonuses for the Company's 2018 fiscal year shall be paid at the same time that Parent pays annual bonuses in respect of its fiscal year ending November 30, 2018 to its employees, but in no event shall payment be made later than March 15, 2019. Without limiting the generality of the foregoing (but notwithstanding the payment timing set forth in the immediately preceding sentence), in the event that the Effective Time has not occurred prior to January 1, 2019, annual bonuses for the Company's 2018 fiscal year will be determined by the Company in accordance with this Section 5.6(c) as if the Closing had occurred immediately prior to the conclusion of such fiscal year and paid by the Company at the time that the Company normally pays annual bonuses in the ordinary course of business consistent with past practice, or, at the Company's election, immediately prior to the Closing.

(d) Following the Closing Date, Parent shall, or shall cause the Surviving Company to, cause any employee benefit or compensation plans sponsored or maintained by Parent or the Surviving Company or their Subsidiaries in which the Company Employees are eligible to participate following the Closing Date (collectively, the " Post-Closing Plans ") to recognize the service of each Company Employee with the Company and its Subsidiaries (and any predecessor thereto) prior to the Closing Date for purposes of eligibility, vesting and level of benefits under such Post-Closing Plans; provided , that such recognition of service shall not apply (i) for purposes of benefit accrual under any Post-Closing Plan that is a final average pay defined benefit retirement plan, or (ii) to the extent that such crediting would result in a duplication of benefits. With respect to any Post-Closing Plan that provides medical, dental or vision insurance benefits, for the plan year in which such Company Employee is first eligible to participate, Parent shall (A) cause any preexisting condition limitations or eligibility waiting periods under such plan to be waived with respect to such Company Employee to the extent such limitation would have been waived or satisfied under the Company Benefit Plan in which such Company Employee participated immediately prior to the Effective Time and (B) credit each Company Employee for any co-payments or deductibles incurred by such Company Employee in such plan year for purposes of any applicable deductible and annual out-of-pocket expense requirements under any such Post-Closing Plan. Such credited expenses shall also count toward any annual or lifetime limits, treatment or visit limits or similar limitations that apply under the terms of the applicable plan.

(e) Notwithstanding anything contained herein to the contrary, with respect to any Company Employees who are covered by a Collective Bargaining Agreement or who are based outside of the United States, Parent's obligations under this Section 5.6 shall be in addition to, and not in contravention of, any obligations under the applicable Collective Bargaining Agreement or under the Laws of the foreign countries and political subdivisions thereof in which such Company Employees are based.

(f) Parent hereby acknowledges that a "change in control" of the Company or other event with similar import, within the meaning of the Company Benefit Plans that contain such terms, will occur upon the Effective Time.

(g) Nothing in this Agreement shall confer upon any Company Employee or other service provider any right to continue in the employ or service of Parent, the Surviving Company or any Affiliate of Parent. In no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any Company Benefit Plan, Parent Benefit Plan, or any "employee benefit plan" as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by Parent, Surviving Company, the Company or any of their Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates, (ii) alter or limit the ability of Parent, the Surviving Company or any of their Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates to amend, modify or terminate any Company Benefit Plan, Parent Benefit Plan or any other compensation or benefit or employment plan, program, agreement or arrangement after the Closing Date, or (iii) create any right in any Company Employee or any other Person to any continued employment with the Surviving Company, Parent, the Company, or any of their

Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates, or otherwise alter any existing at-will employment relationships between any Company Employee and the Surviving Company. Notwithstanding any provision in this Agreement to the contrary, nothing in this Section 5.6 shall create any third-party beneficiary rights in any Company Employee or current or former service provider of the Company or its Affiliates (or any beneficiaries or dependents thereof).

Section 5.7 Regulatory Approvals; Efforts.

(a) Prior to the Closing, Parent, Merger Subs and the Company shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable Laws to consummate and make effective the Mergers as promptly as practicable, including (i) preparing and filing all forms, registrations and notifications required to be filed to consummate the Mergers, (ii) using reasonable best efforts to satisfy the conditions to consummating the Mergers, (iii) using reasonable best efforts to obtain (and to cooperate with each other in obtaining) any consent, authorization, expiration or termination of a waiting period, permit, Order or approval of, waiver or any exemption by, any Governmental Entity (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by Parent, either Merger Sub, the Company or any of their respective Subsidiaries in connection with the Mergers or the taking of any action contemplated by this Agreement, (iv) using reasonable best efforts to defend any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Merger and (v) the execution and delivery of any reasonable additional instruments necessary to consummate the Mergers and to fully carry out the purposes of this Agreement; provided , that nothing in this Section 5.7 and notwithstanding anything to the contrary in this Agreement, neither Parent nor Merger Sub shall have any obligation to (or to cause any of their respective Subsidiaries or Affiliates or the Company to): (A) sell, license, divest or dispose of or hold separate the assets, Intellectual Property or businesses of any entity; (B) terminate, amend or assign any existing relationships or contractual rights or obligations of any entity; (C) change or modify any course of conduct regarding future operations of any entity; (D) otherwise take any action that would limit the freedom of action with respect to, or the ability to retain, one or more businesses, assets or rights of any entity or interests therein; or (E) commit to take any such action in the foregoing clause (A), (B), (C) or (D); provided , further , that, notwithstanding the foregoing proviso, Parent and Merger Sub shall take the actions in the foregoing clause (A), (B), (C), (D) and/or (E) if such actions (1) are necessary to permit the Closing to occur as promptly as practicable and in any event before the End Date and (2) would not, individually or in the aggregate, reasonably be expected to be have a material adverse effect on Parent and its Subsidiaries, taken as a whole, after giving effect to the Merger (assuming Parent and its Subsidiaries, taken as a whole, after giving effect to the Merger, were the size of the Company and its Subsidiaries, taken as a whole, prior to giving effect to the Mergers).

(b) Parent and the Company shall each keep the other apprised of the status of matters relating to the completion of the Mergers and work cooperatively in connection with obtaining all required consents, authorizations, Orders or approvals of, or any exemptions by, any Governmental Entity undertaken pursuant to the provisions of this Section 5.7 . In that regard, prior to the Closing, each party shall promptly consult with the other parties to this Agreement with respect to and provide any necessary information and assistance as the other parties may reasonably request with respect to (and, in the case of correspondence, provide the other parties (or their counsel) with copies of) all notices, submissions or filings made by or on behalf of such party or any of its Affiliates with any Governmental Entity or any other information supplied by or on behalf of such party or any of its Affiliates to, or correspondence with, a Governmental Entity in connection with this Agreement and the Mergers. Each party to this Agreement shall promptly inform the other parties to this Agreement, and if in writing, furnish the other parties with copies of (or, in the case of oral communications, advise the other parties orally of) any communication from or to any Governmental Entity regarding the Mergers, and permit the other parties to review and discuss in advance, and consider in good faith the views of the other parties in connection with, any proposed communication or submission with any such Governmental Entity. No party or any of its Affiliates shall participate in any meeting or teleconference with any Governmental Entity in connection with this Agreement and the Mergers unless it consults with the other parties in advance and, to the extent not prohibited by such Governmental Entity, gives the other parties the opportunity to attend and participate thereat. Notwithstanding the foregoing, Parent and the Company may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.7(b) as "Antitrust Counsel Only Material." Such materials and the information contained therein shall be given only to the outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent or the Company, as the case may be) or its legal counsel. Notwithstanding anything to the contrary contained in this Section 5.7 , materials provided pursuant to this Section 5.7 may be redacted (i) to remove references concerning the valuation of the Company and the Mergers, (ii) as necessary to comply with contractual arrangements and (iii) as necessary to address reasonable privilege concerns.

(c) The Company and Parent shall make or file, as promptly as practicable, with the appropriate Governmental Entity all filings, forms, registrations and notifications required to be filed to consummate the Mergers under any applicable Antitrust Law, and subsequent to such filings, the Company and Parent shall, and shall cause their respective Affiliates to, as promptly as practicable, respond to inquiries from Governmental Entities, or provide any supplemental information that may be requested by Governmental Entities, in connection with filings made with such Governmental Entities. The Company and Parent shall file their notification and report forms under the HSR Act no later than fourteen Business Days after the date of this Agreement. In the event that the parties receive a request for information or documentary material pursuant to the HSR Act (a " Second Request "), the parties will use their respective reasonable best efforts to submit an appropriate response to, and, if required, certify compliance with, such Second Request as promptly as practicable, and counsel for both parties will closely cooperate during the entirety of any such Second Request review process.

(d) If requested by Parent, the Company will agree to any action contemplated by this Section 5.7 ; provided , that any such agreement or action is conditioned on the consummation of the Mergers. Without limiting the foregoing, in no event will the Company (and the Company will not permit any of its Affiliates to) propose, negotiate, effect or agree to any such actions without the prior written consent of Parent.

Section 5.8 Takeover Statutes . If any Takeover Statute may become, or may purport to be, applicable to this Agreement, the Mergers or any other transactions contemplated by this Agreement, each of the Company and Parent shall grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such Takeover Statute on the transactions contemplated hereby.

Section 5.9 Public Announcements. The Company and Parent agree that the initial press release to be issued with respect to the execution and delivery of this Agreement shall be in a form agreed to by the parties and that the parties shall consult with each other before issuing any press release or making any public announcement with respect to this Agreement and the transactions contemplated hereby and shall not issue any such press release or make any such public announcement without the prior consent of the other party (which shall not be unreasonably withheld, delayed or conditioned); provided, that a party may, without the prior

consent of the other party issue such press release or make such public statement (a) so long as an initial, jointly approved press release has already been issued and such statements are not inconsistent with previous statements made jointly by the Company and Parent or (b) (after prior consultation, to the extent practicable in the circumstances) to the extent required by applicable Law or the applicable rules of any stock exchange; provided, further, that the Company shall be permitted to issue press releases or make public announcements with respect to any Company Takeover Proposal or from and after a Company Adverse Recommendation Change without being required to consult with Parent if in compliance with Section 5.4(f).

Section 5.10 Indemnification and Insurance.

(a) From and after the Effective Time, the Surviving Company and Parent shall indemnify and hold harmless all past and present directors, officers and employees of the Company or any of its Subsidiaries and each Person who served as a director, officer, managing member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request or for the benefit of the Company or any of its Subsidiaries (collectively, together with such Persons' heirs, executors and administrators, the " Covered Persons ") to the fullest extent permitted by Law as provided in the Company Organizational Documents or similar governing documents of the Company's Subsidiaries, in each case as in effect on the date of this Agreement, or pursuant to any other contracts in effect on the date of this Agreement and disclosed in the Company Disclosure Schedule (the " Indemnification Contracts ") against any costs and expenses (including advancing attorneys' fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each Covered Person to the fullest extent permitted by Law), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened Proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of acts or omissions occurring at or prior to the Effective Time (including acts or omissions in connection with such Persons serving as an officer, director or other fiduciary in any entity at the request or for the benefit of the Company). Without limiting the foregoing, from and after the Effective Time, Parent and the Surviving Company shall indemnify and hold harmless the Covered Persons to the fullest extent permitted by Law as provided in the Company Organizational documents or similar governing documents of the Company's Subsidiaries, in each case as in effect on the date of this Agreement, or pursuant to any Indemnification Contracts for acts or omissions occurring in connection with the process resulting in and the adoption and approval of this Agreement and the consummation of the transactions contemplated hereby. From and after the Effective Time, Parent, the Company and the Surviving Company shall advance expenses (including reasonable legal fees and expenses) incurred in the defense of any Proceeding or investigation with respect to the matters subject to indemnification pursuant to this Section 5.10(a) in accordance with the procedures (if any) set forth in the Company Organizational Documents, the certificate or articles of incorporation and code of regulations or bylaws, or other organizational or governance documents, of any Subsidiary of the Company, and Indemnification Contracts. In the event of any such Proceeding or investigation, Parent and the Surviving Company shall cooperate with the Covered Person in the defense of any such Proceeding or investigation.

(b) For not less than six years from and after the Effective Time, to the extent permitted by applicable Law, the limited liability company agreement of the Surviving Company shall contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the Company Organizational Documents. Notwithstanding anything herein to the contrary, if any Proceeding or investigation (whether arising before, at or after the Effective Time) is made against such persons with respect to matters subject to indemnification hereunder on or prior to the sixth anniversary of the Effective Time, the provisions of this Section 5.10(b) shall continue in effect until the final disposition of such Proceeding or investigation. Following the Effective Time, the indemnification agreements, if any, in existence on the date of this Agreement with any of the directors, officers or employees of the Company or any its Subsidiaries shall be assumed by the Surviving Company, without any further action, and shall continue in full force and effect in accordance with their terms.

(c) For not less than six years from and after the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, maintain for the benefit of the directors and officers of the Company and its Subsidiaries, as of the date of this Agreement and as of the Effective Time, an insurance and indemnification policy that provides coverage for events occurring prior to the Effective Time (the " D&O Insurance ") that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policies of the Company and its Subsidiaries or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided , that the Surviving Company shall not be required to pay an annual premium for the D&O Insurance in excess of 300% of the last annual premium paid prior to the date of this Agreement, but in such case shall purchase as much coverage as is available for such amount. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained prior to the Effective Time (which the Company shall be permitted to purchase prior to the Effective Time at a price of no more than 300% of the last annual premium for each year of coverage), which policies provide such directors and officers with coverage for an aggregate period of at least six years from and after the Effective Time with respect to claims arising from facts or events that occurred on or before the Effective Time, including in respect of the transactions contemplated by this Agreement. If such prepaid policies have been obtained prior to the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, maintain such policies in full force and effect, and continue to honor the obligations thereunder.

(d) In the event that Parent or the Surviving Company (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then proper provision shall be made so that such continuing or surviving corporation or entity or transferee of such assets, as the case may be, shall assume the obligations set forth in this Section 5.10 .

(e) The obligations under this Section 5.10 shall not be terminated or modified in any manner that is adverse to the Covered Persons (and their respective successors and assigns), it being expressly agreed that the Covered Persons (including their respective

successors and assigns) shall be third party beneficiaries of this Section 5.10 . In the event of any breach by the Surviving Company or Parent of this Section 5.10 , the Surviving Company shall pay all reasonable expenses, including attorneys' fees, that may be incurred by Covered Persons in enforcing the indemnity and other obligations provided in this Section 5.10 as such fees are incurred, upon the written request of such Covered Person.

(f) From and after the Effective Time, the Surviving Company shall assume all remaining obligations of the Company set forth in Section 5.08 of the Agreement and Plan of Merger by and among the Company, Comet Merger Co., SGS Holdings, Inc. and the Sellers listed on Schedule I thereto, dated January 6, 2014.

Section 5.11 Section 16 Matters . Prior to the Effective Time, the Company and Parent shall take all such steps as may be required to cause any dispositions of Company Common Shares (including derivative securities with respect to Company Common Shares) and any acquisitions of shares of Parent Common Stock (including derivative securities with respect to shares of Parent Common Stock) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or Parent to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.12 Transaction Litigation . Each party shall promptly (and in any event, within two Business Days) notify the other parties hereto in writing of any shareholder litigation or other litigation or Proceedings brought or threatened in writing against it or its directors or executive officers or other Representatives relating to this Agreement, the Mergers and/or the other transactions contemplated by this Agreement and shall keep the other parties hereto

informed on a reasonably current basis with respect to the status thereof (including by promptly furnishing to the other parties hereto and their Representatives such information relating to such litigation or proceedings as may be reasonably requested). Each party shall, subject to the preservation of privilege and confidential information, give the other parties hereto the opportunity to participate in (but not control) the defense or settlement of any shareholder litigation or other litigation or Proceeding against it and/or its directors or executive officers or other Representatives relating to this Agreement, the Mergers or the other transactions contemplated by this Agreement and shall give due consideration to such other parties' advice with respect to such litigation or proceeding . The Company shall not cease to defend, consent to the entry of any judgment, settle or offer to settle or take any other material action with respect to such litigation or proceeding commenced without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed) .

Section 5.13 Obligations of Merger Subs . Parent shall cause each Merger Sub, the surviving company in the Initial Merger and the Surviving Company to perform their respective obligations under this Agreement and to consummate the transactions contemplated hereby upon the terms and subject to the conditions set forth in this Agreement.

Section 5.14 Stock Exchange Delisting; Deregistration; Stock Exchange Listing .

(a) Prior to the Effective Time, the Company and, following the Effective Time, Parent and the Surviving Company, shall use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things, necessary, proper or advisable on its part under applicable Law and rules and policies of the New York Stock Exchange to cause the delisting of the Company and of the Company Common Shares from the New York Stock Exchange as promptly as practicable after the Effective Time and the deregistration of the Company Common Shares under the Exchange Act as promptly as practicable after such delisting.

(b) Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in the Initial Merger and such other shares of Parent Common Stock to be reserved for issuance in connection with the Initial Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Effective Time.

Section 5.15 Certain Tax Matters. Parent and the Company shall, and shall cause their respective Affiliates to, use their reasonable best efforts to take all actions, and do and to assist and cooperate with the other parties in doing, all things reasonably necessary to permit the Mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. For U.S. federal income tax purposes, this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) and 1.368-3.

Section 5.16 Financing Cooperation.

(a) On and prior to the Closing, the Company shall, and shall cause its Subsidiaries to, and shall use commercially reasonable efforts to cause their respective directors, officers, employees, agents and advisors to, use commercially reasonable efforts to cooperate

with Parent as necessary in connection with the arrangement of Debt Financing as may be customary and reasonably requested by Parent in writing, including using commercially reasonable efforts to, upon such request of Parent:

(i) make appropriate officers or members of the management team (with appropriate seniority and expertise) available for participation at reasonable times in a reasonable number of meetings, lender presentations, conference calls, meetings with prospective lenders and ratings agencies;

(ii) (A) furnish to Parent the Required Information, (B) provide reasonable assistance in the preparation of any reasonable and customary bank information memoranda (including using commercially reasonable efforts to obtain customary authorization letters with respect to the information specific to the Company or any of its Subsidiaries to be reasonably included in any such bank information memoranda from a senior officer of the Company) or private placement memoranda, rating agency presentations, marketing and/or syndication materials and cooperate reasonably with the Debt Financing Sources' due diligence, in each case with respect to the Company and its Subsidiaries and to the extent customary and reasonable, and (C) assist Parent in the preparation by Parent of customary pro forma financial statements and projections necessary in connection with the Debt Financing, it being understood that Parent shall be solely responsible for any pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments;

(iii) assist in the preparation and negotiation and execution and delivery as of the Closing of any definitive financing documents (including any schedules and exhibits thereto) as may be reasonably requested by Parent including, without limitation, customary certificates;

(iv) facilitate the pledging of, and granting of security interests in, the collateral in connection with the Debt Financing, including using commercially reasonable efforts to execute and deliver as of Closing any customary pledge and security documents or other definitive financing documents, in each case as may be reasonably requested by Parent;

(v) cause the taking of corporate and other actions by the Company and its Subsidiaries reasonably necessary to permit the consummation of the Debt Financing on the Closing Date;

(vi) provide at least three Business Days prior to the Closing Date (provided that Parent has made such request at least nine days prior to the Closing Date) all material documentation and other information about the Company as is reasonably requested by the Parent to satisfy applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(vii) request from the Company's existing lenders such customary documents in connection with refinancings of the Company's existing debt as reasonably

requested by Parent in connection with the Debt Financing and collateral arrangements, including customary payoff letters and related lien releases; and

(viii) comply with any obligations under the Convertible Debenture Indenture that arise as a result of the execution, delivery or performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the delivery of any notices and certificates required in connection with the transactions contemplated hereby.

(b) Section 5.16(a) notwithstanding:

(i) neither the Company or its Subsidiaries nor any Persons who are directors, officers or employees of the Company or its Subsidiaries shall be required to (A) pass resolutions or consents (except those which are subject to the occurrence of the Closing passed by directors or officers continuing in their positions following the Closing) or (B) execute any document or Contract or incur any liability that is effective prior to the occurrence of the Closing, in each case in connection the Debt Financing or the cooperation contemplated by this Section 5.16 (other than, in the case of this clause (b), (1) any customary authorization letter described in the parenthetical in Section 5.16(a)(ii)(B) and (2) any notices required to be delivered pursuant to Section 5.16(a)(viii) prior to the Closing Date);

(ii) no obligation of the Company or any of its Subsidiaries or any of their respective Representatives to a third party undertaken pursuant to the Debt Financing or the cooperation contemplated by this Section 5.16 (other than in connection with any customary authorization letter described in Section 5.16(a)(ii) above) shall be effective until the Effective Time;

(iii) none of the Company or its Subsidiaries or any of their respective Representatives shall be required (A) to pay any commitment or other similar fee or (B) incur any other cost or expense that is not promptly fully reimbursed by Parent in connection with the Debt Financing or the cooperation contemplated by this Section 5.16 prior to the Closing;

(iv) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to disclose or provide any information in connection with the Debt Financing, the disclosure of which, in the reasonable judgment of the Company, is restricted by Contract or applicable Law, is subject to attorney-client privilege or could result in the disclosure of any trade secrets or the violation of any confidentiality obligation;

(v) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to deliver any financial information with respect to a fiscal period that has not yet ended;

(vi) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to prepare any (A) pro forma financial information or (B) projections (provided , that, for the avoidance of doubt, the Company shall assist Parent in Parent's preparation of pro forma financial information or projections in accordance with Section 5.16(a)(ii)(C)) ; and

(vii) none of the Company or its Subsidiaries or any of their respective Representatives will be required to provide, or cause to be provided, any legal opinions in connection with the Debt Financing or the cooperation contemplated by this Section 5.16 ; provided , that the limitation in this clause (vii) shall not extend to the provision of lawyers' responses provided to auditors in response to auditors' requests for information regarding contingent liabilities in connection with such auditors' review or audit of the Company's financial statements.

(c) In addition, nothing contained in this Section 5.16 or otherwise shall require the Company or any of its Subsidiaries, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing. Parent shall, promptly upon request by the Company, reimburse the Company for all reasonable and documented out-of-pocket costs and expenses incurred by the Company or its Subsidiaries or their respective Representatives in connection with the Debt Financing or the cooperation contemplated by this Section 5.16 and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the Debt Financing, any action taken by them pursuant to this Section 5.16 , and any information utilized in connection therewith (other than information including in any marketing materials concerning the Company or its Subsidiaries to the extent provided in writing thereby for inclusion in such materials). The obligations of Parent pursuant to the immediately foregoing sentence shall survive termination of this Agreement.

(d) The Company hereby consents to the use of its and its Subsidiaries' logos in connection with the Debt Financing; provided , that such logos are used solely in a manner that is not intended, or reasonably likely, to harm, disparage or otherwise adversely affect the Company or any of its Subsidiaries or the reputation or goodwill of any of them.

ARTICLE VI.
CONDITION TO THE MERGERS

Section 6.1 Conditions to Each Party's Obligation to Effect the Mergers . The respective obligations of each party to effect the Mergers shall be subject to the fulfillment (or waiver by the Company and Parent, to the extent permissible under applicable Law and provided that such waiver shall only be effective as to the conditions of the waiving party) at or prior to the Effective Time of the following conditions:

(a) The Company Shareholder Approval shall have been obtained.

(b) The Parent Stockholder Approval shall have been obtained.

(c) The Form S-4 shall have become effective in accordance with the provisions of the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued by the SEC and remain in effect and no proceeding to that effect shall have been commenced.

(d) No injunction by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect and no Law shall have been adopted that remains in effect or be effective, in each case that prevents, enjoins, prohibits or makes illegal the consummation of the Mergers.

(e) (i) All waiting periods applicable to the Mergers under the HSR Act shall have expired or been terminated, and (ii) all other filings, notices, approvals and clearances identified in Section 6.1(e) of the Company Disclosure Schedule shall have been obtained or filed or shall have occurred.

(f) The shares of Parent Common Stock to be issued in the Initial Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

Section 6.2 Conditions to Obligation of the Company to Effect the Mergers. The obligation of the Company to effect the Mergers is further subject to the fulfillment (or waiver by the Company, to the extent permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) (i) The representations and warranties of Parent and Merger Subs set forth in Article IV that are qualified by a "Parent Material Adverse Effect" qualification shall be true and correct in all respects as so qualified both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, (ii) other than Section 4.2 , Section 4.14 and Section 4.19 , the representations and warranties of Parent and Merger Subs set forth in Article IV that are not qualified by a "Parent Material Adverse Effect" qualification shall be true and correct both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, except for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, (iii) the representations and warranties of Parent and Merger Subs set forth in Section 4.2(a) and Section 4.2(b) shall be true and correct other than in any *de minimis* respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date and (iv) the representations and warranties of Parent and Merger Subs set forth in Section 4.2(c) , Section 4.14 and Section 4.19 shall be true and correct in all material respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date; provided , that representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth in clauses (i) , (ii) , (iii) or (iv) , as applicable) only as of such date or period.

(b) Parent and each Merger Sub shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by them prior to the Effective Time.

(c) Since the date of this Agreement, there shall not have been any Parent Material Adverse Effect or any event, change or effect that would, individually, or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) (i) Parent shall have delivered to the Company a certificate, dated the Closing Date and signed by a duly authorized executive officer of Parent, certifying to the effect that the conditions set forth in Section 6.2(a) through Section 6.2(c) for each of Parent and each Merger Sub have been satisfied and (ii) each Merger Sub shall have delivered to the Company a certificate, dated the Closing Date and signed by a duly authorized executive officer of such Merger Sub, certifying to the effect that the conditions set forth in Section 6.2(a) and Section 6.2(b) for such Merger Sub have been satisfied.

Section 6.3 Conditions to Obligation of Parent to Effect the Mergers. The obligation of Parent and Merger Subs to effect the Mergers is further subject to the fulfillment (or the waiver by Parent, to the extent permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) (i) The representations and warranties of the Company set forth in Article III that are qualified by a "Company Material Adverse Effect" qualification shall be true and correct in all respects as so qualified both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, (ii) other than Section 3.2 , Section 3.19 and Section 3.20 , the representations and warranties of the Company set forth in Article III that are not qualified by a "Company Material Adverse Effect" qualification shall be true and correct both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, except where such failures to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (iii) the representations and warranties of the Company set forth in Section 3.2(a) and Section 3.2(b) shall be true and correct other than in any *de minimis* respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date and (iv) the representations and warranties of the Company set forth in Section 3.2(c) , Section 3.19 and Section 3.20 shall be true and correct in all material respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date; provided , that representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth in clauses (i) , (ii) , (iii) or (iv) , as applicable) only as of such date or period.

(b) The Company shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it prior to the Effective Time.

(c) Since the date of this Agreement, there shall not have been any Company Material Adverse Effect or any event, change or effect that would, individually, or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(d) The Company shall have delivered to Parent a certificate, dated the Closing Date and signed by a duly authorized executive officer, certifying to the effect that the conditions set forth in Section 6.3(a) through Section 6.3(c) have been satisfied.

ARTICLE VII.

TERMINATION

Section 7.1 Termination or Abandonment. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Effective Time, whether before or after the Company Shareholder Approval or the Parent Stockholder Approval:

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

(b) by either the Company or Parent, if the Mergers shall not have been consummated on or prior to 5:00 p.m. Eastern Time, on December 28, 2018 (the " End Date "); provided , that if as of the End Date any of the conditions set forth in Section 6.1(d) (solely to the extent such condition has not been satisfied due to an order or injunction arising under any Antitrust Law) or Section 6.1(e) shall not have been satisfied or waived by the Company and Parent, the End Date may be extended by either Parent or the Company for a period of 90 days by written notice to the other party, and such date, as so extended, shall be the End Date; provided , further , that the End Date may only be extended once in the aggregate; provided , further , that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to a party if the failure of the Mergers to be consummated by such date shall be due to the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in this Agreement;

(c) by either the Company or Parent, if an Order by a Governmental Entity of competent jurisdiction shall have been issued permanently restraining, enjoining or otherwise prohibiting the consummation of the Mergers and such order shall have become final and nonappealable; provided , that the right to terminate this Agreement pursuant to this Section 7.1(c) shall not be available to a party if such Order resulted from the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in this Agreement;

(d) by either the Company or Parent, if the Company Shareholders' Meeting (as it may be adjourned or postponed) at which a vote on the Company Shareholder Approval was taken shall have concluded and the Company Shareholder Approval shall not have been obtained;

(e) by either the Company or Parent, if the Parent Stockholders' Meeting (as it may be adjourned or postponed) at which a vote on the Parent Stockholder Approval was taken shall have concluded and the Parent Stockholder Approval shall not have been obtained;

(f) by the Company, if Parent or either Merger Sub shall have breached or there is any inaccuracy in any of its representations or warranties, or shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the Closing Date, would result in a failure of a condition set forth in Section 6.2(a) , 6.2(b) or 6.2(c) and (ii) is either not curable or is not cured by the earlier of (A) the End Date and (B) the date that is 30 days following written notice from the Company to Parent of such breach, inaccuracy or failure;

(g) by Parent, if the Company shall have breached or there is any inaccuracy in any of its representations or warranties, or shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the Closing Date, would result in a failure of a condition set forth in Section 6.3(a) , 6.3(b) or 6.3(c) and (ii) is either not curable or is not cured by the earlier of (A) the End Date and (B) the date that is 30 days following written notice from Parent to the Company of such breach, inaccuracy or failure;

(h) at any time prior to the receipt of the Company Shareholder Approval, by Parent in the event of a Company Adverse Recommendation Change or in the event of a material Willful Breach by the Company of any of its covenants or agreements in Section 5.4 ; and

(i) at any time prior to the receipt of the Company Shareholder Approval, by the Company, in accordance with Section 5.4(f) .

Section 7.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall terminate (except that the Confidentiality Agreement, this Section 7.2 , Section 7.3 and Article VIII shall survive any termination), and there shall be no other Liability on the part of the Company, on the one hand, or Parent or either Merger Sub, on the other hand, to the other except as provided in Section 7.3 ; provided, that nothing herein shall relieve any party hereto from Liability for a Willful Breach of its covenants or agreements set forth in this Agreement or fraud prior to such termination, in which case the aggrieved party shall be entitled to all rights and remedies available at law or in equity.

Section 7.3 Termination Fees.

(a) If this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d) , then the Company shall reimburse Parent, in respect of expenses incurred by Parent, Merger Subs and their Affiliates in connection with this Agreement and the transactions contemplated hereby, an amount in cash equal to $12,350,000 (the " Company Expense Reimbursement ") in immediately available funds within two Business Days of such termination.

(b) If (i) this Agreement is terminated by the Company pursuant to Section 7.1(i) , (ii) this Agreement is terminated by Parent pursuant to Section 7.1(h) , or (iii) (A) after the date of this Agreement, a Company Takeover Proposal (substituting 50% for the 20% threshold set forth in the definition of "Company Takeover Proposal") (a " Company Qualifying Transaction ") shall have been publicly made and not withdrawn at least four Business Days prior

to the Company Shareholders' Meeting (or any adjournment or postponement thereof), (B) thereafter this Agreement is terminated by Parent or the Company pursuant to Section 7.1(d) and (C) at any time on or prior to the 12-month anniversary of such termination, the Company or any of its Subsidiaries completes or enters into a definitive agreement with respect to such Company Qualifying Transaction, then, (1) in the case of clause (i) , the Company shall pay Parent the Company Termination Fee in immediately available funds prior to or concurrently with such termination, (2) in the case of clause (ii) , the Company shall pay Parent the Company Termination Fee in immediately available funds within two Business Days of such termination or (3) in the case of clause (iii) , (x) the Company shall pay Parent one half of the Company Termination Fee in immediately available funds upon entering into a definitive agreement with respect to such Company Qualifying Transaction and (y) if the Company subsequently consummates such Company Qualifying Transaction, the Company shall pay Parent the remaining half of the Company Termination Fee upon such consummation; provided , that any Company Expense Reimbursement actually paid by the Company pursuant to Section 7.3(a) shall be credited against, and shall thereby reduce, the amount of the Company Termination Fee (or portion thereof payable pursuant to clause (3)(x)) that otherwise would be required to be paid by the Company to Parent pursuant to this Section 7.3(b) . Notwithstanding anything to the contrary in this Agreement, if the full Company Termination Fee shall become due and payable in accordance with this Section 7.3(b) , from and after such termination and payment of the Company Termination Fee in full pursuant to and in accordance with this Section 7.3(b) , the Company shall have no further Liability of any kind for any reason in connection with this Agreement or the termination contemplated hereby other than as set forth in this Section 7.3 other than for fraud or Willful Breach. In no event shall the Company be required to pay the Company Termination Fee on more than one occasion.

(c) If this Agreement is terminated by the Company or Parent pursuant to Section 7.1(e) , then Parent shall reimburse the Company, in respect of expenses incurred by the Company and its Affiliates in connection with this Agreement and the transactions contemplated hereby, an amount in cash equal to $12,350,000 (the " Parent Expense Reimbursement ") in immediately available funds within two Business Days of such termination.

(d) Each of the parties hereto acknowledges that none of the Company Expense Reimbursement, the Company Termination Fee, or the Parent Expense Reimbursement is intended to be a penalty but rather is liquidated damages in a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances in which such Company Expense Reimbursement, Company Termination Fee or Parent Expense Reimbursement is due and payable, for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

(e) Each of the parties hereto acknowledges that the agreements contained in this Section 7.3 are an integral part of the transactions contemplated hereby, and that, without these agreements, the Company, Parent and Merger Subs would not enter into this Agreement. Accordingly, if the Company or Parent fails to pay in a timely manner the Company Expense

Reimbursement, the Company Termination Fee or the Parent Expense Reimbursement, as applicable, then the Company shall pay to Parent or Parent shall pay to the Company, as applicable, interest on such amount from and including the date payment of such amount was due to but excluding the date of actual payment at the prime rate set forth in *The Wall Street Journal* in effect on the date such payment was required to be made plus 2% per annum.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1 No Survival. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Mergers, except for covenants and agreements that contemplate performance after the Effective Time or otherwise expressly by their terms survive the Effective Time.

Section 8.2 Expenses; Transfer Taxes.

(a) Except as otherwise provided in this Agreement (including in Section 7.3), whether or not the Mergers are consummated, all costs and expenses incurred in connection with the Mergers, this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses; provided , that Parent shall pay all filing fees required under the HSR Act.

(b) Except as otherwise provided in Section 2.2(d) , all transfer, documentary, sales, use, stamp, registration and other such Taxes imposed with respect to the transfer of Company Common Shares pursuant to the Mergers shall be borne by Parent or Merger Subs and expressly shall not be a liability of holders of Company Common Shares.

Section 8.3 Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, electronic delivery or otherwise) to the other parties. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 8.4 Governing Law; Jurisdiction.

(a) This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio; provided , that any such

claim or cause of action brought against any of Debt Financing Sources shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each of the parties hereto irrevocably agrees that any Proceeding arising out of or relating to this Agreement including the negotiation, execution or performance hereof, shall be brought and determined exclusively in the Court of Common Pleas for the County of Hamilton in the State of Ohio or the United States District Court for the Southern District of Ohio or in the event (but only in the event) such courts do not have subject matter jurisdiction over such Proceeding, any other Ohio state court (the " Chosen Courts "). Each of the parties hereto hereby irrevocably submits with regard to any such Proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it will not bring any such Proceeding in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Proceeding, (A) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by applicable Law, any claim that (1) the Proceeding in such court is brought in an inconvenient forum, (2) the venue of such Proceeding is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to the service of process in accordance with Section 8.7 ; provided , that nothing herein shall affect the right of any party to serve legal process in any other manner permitted by Law. Notwithstanding the foregoing, each of the parties hereto agrees that it submits to the exclusive jurisdiction of, and that it will not bring any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source (in its capacity as such) in any way relating to this Agreement, the Debt Financing or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof, in any forum other than, the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York sitting in New York County (and appellate courts thereof), and makes the agreements, waivers and consents set forth above but with respect to the courts specified in this sentence.

(c) None of the Debt Financing Sources will have any liability to the Company or its Affiliates relating to or arising out of this Agreement, the Debt Financing or otherwise, whether at law, or equity, in contract, in tort or otherwise, and neither the Company nor any of its Affiliates will have any rights or claims against any of the Debt Financing Sources hereunder or thereunder; provided, that, notwithstanding the foregoing, nothing in this Section 8.4(c) shall in any way limit or modify the obligations of any Debt Financing Source to Parent or either Merger Sub under the Debt Commitment Letter.

Section 8.5 Specific Enforcement. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were

otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and accordingly (a) the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, in each case in the Chosen Courts (in the order expressed in Section 8.4(b)), this being in addition to any other remedy to which they are entitled at law or in equity, (b) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (c) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at law. In circumstances where Parent and Merger Subs are obligated to consummate the Mergers and the Mergers have not been consummated, Parent and Merger Subs expressly acknowledge and agree that the Company and its shareholders shall have suffered irreparable harm, that monetary damages will be inadequate to compensate the Company and its shareholders, and that the Company on behalf of itself and its shareholders shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to enforce specifically Parent's and each Merger Sub's obligations to consummate the Mergers. The Company's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which the Company may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by the Company and its shareholders.

Section 8.6 WAIVER OF JURY TRIAL . EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY SUCH LEGAL PROCEEDING AGAINST OR INVOLVING ANY DEBT FINANCING SOURCE).

Section 8.7 Notices . All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon personal delivery to the party to be notified; (b) when received when sent by email or facsimile by the party to be notified; provided, that notice given by email or facsimile shall not be effective unless either (i) a duplicate copy of such email or fax notice is promptly given by one of the other methods described in this Section 8.7 or (ii) the receiving party delivers a written confirmation of receipt for such notice either by email or fax or any other method described in this Section 8.7; or (c) when delivered by a courier (with confirmation of delivery); in each case to the party to be notified at the following address:

To Parent, Merger Sub I or Merger Sub II:

SYNNEX Corporation
44201 Nobel Drive
Fremont, California
Attention: Simon Y. Leung, Senior Vice President, General Counsel
and Corporate Secretary
Email: SimonL@synnex.com

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

Pillsbury Winthrop Shaw Pittman, LLP
2550 Hanover Street
Palo Alto, California 94304
Attention: Allison Leopold Tilley, Esq.
Christina F. Pearson, Esq.
Email: allison@pillsburylaw.com
christina.pearson@pillsburylaw.com

To the Company:

Convergys Corporation
201 East Fourth Street
Cincinnati, Ohio 45202
Attention: Andrew Farwig
Email: andrew.farwig@convergys.com

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Facsimile: (212) 403-2000
Attention: Daniel A. Neff, Esq.
DongJu Song, Esq.
Email: DANeff@wlrk.com
DSong@wlrk.com

or to such other address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated or personally delivered. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this Section 8.7 ; provided , that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 8.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any of the parties hereto without the prior written consent of the other parties; provided , that each Parent and each Merger Sub may assign any of their rights hereunder to a wholly owned direct or indirect Subsidiary of Parent without the prior written consent of the Company, but no such assignment shall relieve Parent or such Merger Sub of any of its obligations hereunder. Subject to the first sentence of this Section 8.8, this Agreement shall be binding upon and shall inure to the benefit of the parties

hereto and their respective successors and assigns. Any purported assignment not permitted under this Section 8.8 shall be null and void.

Section 8.9 Severability . Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 8.10 Entire Agreement. This Agreement together with the exhibits hereto, schedules hereto and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof, and this Agreement is not intended to grant standing to any Person other than the parties hereto.

Section 8.11 Amendments; Waivers. At any time prior to the Effective Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and each Merger Sub; provided , that (i) after receipt of Company Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the New York Stock Exchange require further approval of the shareholders of the Company, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of the Company and (ii) any amendment or waiver of Section 8.4 , Section 8.6 , this Section 8.11, Section 8.13 (and any other provision of this Agreement to the extent an amendment or waiver of such provision would directly modify the substance of any of the foregoing provisions) that is materially adverse to any Debt Financing Source in its capacity as such will require the prior written consent of such Debt Financing Source. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 8.12 Headings . Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.13 No Third-Party Beneficiaries. Each of Parent, each Merger Sub and the Company agrees that (a) its representations, warranties, covenants and agreements set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. Notwithstanding the foregoing, (i) each Covered Person shall be an express third-party beneficiary of and shall be entitled to rely upon Section 5.10 and this Section 8.13 ; and following the Effective Time, each former shareholder of the Company and each holder of Company Equity Awards as of the Effective

Time shall be an express third-party beneficiary of and shall be entitled to rely on Article II and shall be entitled to obtain the Merger Consideration to which it is entitled pursuant to the provisions hereof and (ii) the Debt Financing Sources shall be express third-party beneficiaries of, and shall be entitled to rely upon Section 8.4, Section 8.6 , Section 8.11 and this Section 8.13.

Section 8.14 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The word "or" shall not be deemed to be exclusive. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply "if." All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. References in this Agreement to specific laws or to specific provisions of laws shall include all rules and regulations promulgated thereunder. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 8.15 Definitions.

(a) Certain Specified Definitions . As used in this Agreement:

" Acceptable Confidentiality Agreement " means any confidentiality agreement that contains confidentiality provisions that are, in the aggregate, no less favorable to the Company than those contained in the Confidentiality Agreement.

" Affiliates " means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, " control " (including, with its correlative meanings, " controlled by " and " under common control with ") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

" Base Parent Trading Price " means $111.0766.

" Base Exchange Ratio " means 0.1193.

" Benefit Plan " means any compensatory or employee benefit plan, program, agreement or arrangement, including pension, retirement, profit-sharing, deferred compensation,

stock option, change in control, retention, equity or equity-based compensation, stock purchase, employee stock ownership, severance pay, vacation, bonus or other incentive plans, medical, retiree medical, vision, dental or other health plans, life insurance plans, and each other material employee benefit plan or fringe benefit plan, including any "employee benefit plan" as that term is defined in Section 3(3) of ERISA, in each case, whether oral or written, funded or unfunded, or insured or self-insured.

" Bribery Legislation " means all and any of the following: the Foreign Corrupt Practices Act of 1977, as amended; the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; the relevant common law or legislation in England and Wales relating to bribery and/or corruption, including, the Public Bodies Corrupt Practices Act 1889; the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001; the Bribery Act 2010; the Proceeds of Crime Act 2002; and any applicable anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and/or anti-bribery, anti-corruption and/or anti-money laundering laws of any jurisdiction in which the Company or any of its Subsidiaries operates.

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

" Cash Equivalent Merger Consideration " means the sum of (i) the Cash Consideration plus (ii) the product of (A) the Stock Consideration multiplied by (B) the Parent Closing Price.

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

" Company Benefit Plan " means each Benefit Plan (i) that is maintained by the Company or any of its Subsidiaries for the benefit of any current or former employee, officer or director of the Company or any of its Subsidiaries, or (ii) to which the Company or any of its Subsidiaries contributes or is obligated to contribute or would reasonably be expected to have any Liability, other than a Multiemployer Plan and other than any plan or program maintained by a Governmental Entity to which the Company or any of its Affiliates contributes pursuant to applicable Law.

" Company Equity Awards " means the Company Options, Company RSU Awards, Company PSU Awards and Company DSU Awards.

" Company IT Assets " means the computers, software and software platforms, databases, websites, servers, routers, hubs, switches, circuits, networks, data communications lines and all other information technology infrastructure and equipment of the Company and its Subsidiaries that are required in connection with the operation of the business of the Company and its Subsidiaries.

" Company Lease " means any lease, sublease, license and other agreement under which the Company or any of its Subsidiaries leases, subleases, licenses, uses or occupies (in each case whether as landlord, tenant, sublandlord, subtenant or by other occupancy arrangement), or has the right to use or occupy, now or in the future, any real property.

" Company Material Adverse Effect " means any change, effect, event, occurrence or development that (i) has a material adverse effect on the business, operations or financial condition of the Company and its Subsidiaries taken as a whole, excluding, however, the impact of (A) any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (1) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets or (2) any changes or developments in or affecting domestic or any foreign interest or exchange rates, (B) changes in GAAP or any official interpretation or enforcement thereof, (C) changes in Law or any changes or developments in the official interpretation or enforcement thereof by Governmental Entities, (D) changes in domestic, foreign or global political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism), including any worsening of such conditions threatened or existing on the date of this Agreement, (E) weather conditions or other acts of God (including storms, earthquakes, tornados, floods or other natural disasters), (F) any matter set forth in Section 8.15(a)(ii) of the Company Disclosure Schedule, (G) a decline in the trading price or trading volume of the Company's common stock or any change in the ratings or ratings outlook for the Company or any of its Subsidiaries, (H) the failure to meet any projections, guidance, budgets, forecasts or estimates (provided , that the underlying causes thereof may be considered in determining whether a Company Material Adverse Effect has occurred if not otherwise excluded hereunder), (I) any action taken or omitted to be taken by the Company or any of its Subsidiaries at the written request of Parent, (J) any actions or claims made or brought by any of the current or former shareholders of the Company (or on their behalf or on behalf of the Company) against the Company or any of its directors, officers or employees arising out of this Agreement or the Mergers, (K) the announcement or the existence of this Agreement if arising from the identity of Parent or its Affiliates, and (L) the failure to obtain any approvals or consents from any Governmental Entity in connection with the transactions contemplated by this Agreement; except, with respect to clauses (C) or (E) , to the extent that such impact is disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate; or (ii) would prevent or materially impair the ability of the Company to consummate the Mergers by the End Date.

" Company Permitted Lien " means (i) any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established by the Company in accordance with GAAP, (ii) vendors', mechanics', materialmen's, carriers', workers', landlords', repairmen's, warehousemen's, construction and other similar Liens (A) with respect to Liabilities that are not yet due and payable or, if due, are not delinquent or (B) that are being contested in good faith by appropriate proceedings and for which adequate reserves (based on good faith estimates of management) have been set aside for the payment thereof or (C) arising or incurred in the ordinary and usual course of business and which are not, individually or in the aggregate, material to the business operations of the

Company and its Subsidiaries and do not materially adversely affect the market value or continued use of the asset encumbered thereby, (iii) Liens imposed or promulgated by applicable Law or any Governmental Entity with respect to real property, including zoning, building or similar restrictions but only to the extent that the Company and its Subsidiaries and their assets are materially in compliance with the same, (iv) pledges or deposits in connection with workers' compensation, unemployment insurance, and other social security legislation, (v) Liens relating to intercompany borrowings among the Company and its wholly owned Subsidiaries, (vi) utility easements, minor encroachments, rights of way, imperfections in title, charges, easements, rights of way (whether recorded or unrecorded), restrictions, declarations, covenants, conditions, defects and similar Liens, but not including any monetary Liens, that are imposed by any Governmental Entity having jurisdiction thereon or otherwise are typical for the applicable property type and locality as do not individually or in the aggregate materially interfere with the present occupancy or use or market value of the respective Company Owned Real Property or Company Lease or otherwise materially impair the business operations of the Company and its Subsidiaries, (vii) Liens to be released at or prior to Closing and (viii) Liens that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

" Company Superior Proposal " means a Company Takeover Proposal, substituting "50%" for "20%" in the definition thereof, that the Company Board determines in good faith, after consultation with the Company's independent financial advisors and outside legal counsel, taking into account the timing, likelihood of consummation, legal, financial, regulatory and other aspects of the Company Takeover Proposal, including the financing terms thereof, and such other factors as the Company Board considers to be appropriate, to be more favorable to the Company and its shareholders than the transactions contemplated by this Agreement.

" Company Takeover Proposal " means any *bona fide* proposal or offer made by any Person or group of related Persons (other than Parent and its Subsidiaries and Affiliates), and whether involving a transaction or series of related transactions, for (i) a merger, reorganization, share exchange, consolidation, business combination, dissolution, liquidation or similar transaction involving the Company, (ii) the acquisition by any Person or group of related Persons (other than Parent and its Affiliates) of more than 20% of the assets of the Company and its Subsidiaries, on a consolidated basis (in each case, including securities of the Subsidiaries of the Company), or (iii) the direct or indirect acquisition by any Person or group of related Persons (other than Parent and its Affiliates) of more than 20% of the Company Common Shares then issued and outstanding.

" Company Termination Fee " means a cash amount equal to $74,000,000.

" Contract " means any contract, note, bond, mortgage, indenture, deed of trust, license, lease, agreement, arrangement, commitment or other instrument or obligation that is legally binding.

" Convertible Debentures " means 5.75% Junior Subordinated Convertible Debentures due 2029 issued by the Company pursuant to the Convertible Debenture Indenture.

" Convertible Debenture Indenture " means the Indenture, dated as of October 13, 2009, between the Company, as Issuer, and U.S. Bank National Association, as Trustee.

" Debt Financing Sources " means (i) (A) the entities that have committed to provide or arrange or act as agents for the Debt Financing, including the Debt Commitment Letter, solely in their capacities as such, and (B) the parties to any joinder agreements or any definitive documentation entered pursuant thereto or relating thereto who commit to provide or arrange or act as agents for the Debt Financing, solely in their capacities as such, together with (ii) their respective Affiliates and the former, current and future officers, directors, employees, agents and representatives and successors and assigns of the foregoing.

" Environmental Law " means any Law (i) relating to pollution or the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or any exposure to or release of, or the management of (including the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of) any hazardous materials or (ii) that regulates, imposes liability (including for enforcement, investigatory costs, cleanup, removal or response costs, natural resource damages, contribution, injunctive relief, personal injury or property damage) or establishes standards of care with respect to any of the foregoing.

" Environmental Permit " means any permit, certificate, registration, notice, approval, identification number, license or other authorization required under any applicable Environmental Law.

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

" Exchange Ratio " means (i) if the Parent Closing Price is less than 85% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by 1.05882, (ii) if the Parent Closing Price is greater than or equal to 85% of the Base Parent Trading Price and less than 90% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 90% of the Base Parent Trading Price divided by (B) the Parent Closing Price, (iii) if the Parent Closing Price is greater than or equal to 90% of the Base Parent Trading Price and less than or equal to 110% of the Base Parent Trading Price, the Base Exchange Ratio, (iv) if the Parent Closing Price is greater than 110% of the Base Parent Trading Price and less than or equal to 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 110% of the Base Parent Trading Price divided by (B) the Parent Closing Price and (v) if the Parent Closing Price is greater than 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by 0.95652.

" Governmental Entity " means any federal, state, local or foreign government, any transnational governmental organization or any court of competent jurisdiction, arbitral, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

" Hazardous Materials " means all substances defined or regulated as hazardous, a pollutant or a contaminant under any Environmental Law, including any regulated pollutant or contaminant (including any constituent, raw material, product or by-product thereof), petroleum or natural gas hydrocarbons or any liquid or fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, any hazardous or solid waste, and any toxic, radioactive, infectious or hazardous substance, material or agent.

" Indebtedness " means, with respect to any Person, without duplication, as of the date of determination: (i) all obligations of such Person for borrowed money, including accrued and unpaid interest, and any prepayment fees or penalties, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all lease obligations of such Person capitalized on the books and records of such Person, (iv) all Indebtedness of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the Indebtedness secured thereby have been assumed, (v) all letters of credit or performance bonds issued for the account of such Person, to the extent drawn upon, and (vi) all guarantees of such Person of any Indebtedness of any other Person other than a wholly owned subsidiary of such Person.

" Intellectual Property " means all intellectual property and similar proprietary rights existing anywhere in the world associated with: (i) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon (collectively, " Patents "), (ii) trademarks, service marks, trade dress, logos, corporate names, trade names and Internet domain names, together with the goodwill associated with any of the foregoing, and all applications and registrations therefor (collectively, " Marks "), (iii) copyrights (including such rights in software) and registrations and applications therefor, and works of authorship (collectively, " Copyrights "), (iv) designs, databases and data compilations, and (v) trade secrets and other proprietary and confidential information, including know-how, inventions (whether or not patentable), processes, formulations, technical data and designs, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, " Trade Secrets ").

" knowledge " means (i) with respect to Parent and its Subsidiaries, the actual knowledge of the individuals listed in Section 8.15(a)(i) of the Parent Disclosure Schedule and (ii) with respect to the Company and its Subsidiaries, the actual knowledge of the individuals listed on Section 8.15(a)(i) of the Company Disclosure Schedule, in both cases after reasonable inquiry.

" Liability " means any and all debts, liabilities and obligations, whether fixed, contingent or absolute, matured or unmatured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, or otherwise.

" Lien " means any lien, mortgage, pledge, conditional or installment sale agreement, encumbrance, covenant, condition, restriction, charge, option, right of first refusal, easement, security interest, deed of trust, right-of-way, encroachment, occupancy right, community property interest or other restriction of any nature.

" Non-U.S. Company Benefit Plan " means each Company Benefit Plan that is maintained outside the jurisdiction of the United States.

" Order " means any charge, order, writ, injunction, judgment, decree, ruling, determination, directive, award or settlement, whether civil, criminal or administrative.

" Parent Benefit Plan " means each Benefit Plan (i) that is maintained by Parent or any of its Subsidiaries for the benefit of any current or former employee, officer or director of Parent or any of its Subsidiaries, or (ii) to which Parent or any of its Subsidiaries contributes or is obligated to contribute or would reasonably be expected to have any Liability, other than a Multiemployer Plan and other than any plan or program maintained by a Governmental Entity to which Parent or any of its Affiliates contributes pursuant to applicable Law.

" Parent Closing Price " means the volume weighted average price per share (calculated to the nearest one-hundredth of one cent) of Parent Common Stock on the NYSE, for the consecutive period of 20 trading days ending on the third trading day immediately preceding the Effective Time, as calculated by Bloomberg Financial LP under the function "VWAP."

" Parent Lease " means any lease, sublease, license and other agreement under which Parent or any of its Subsidiaries leases, subleases, licenses, uses or occupies (in each case whether as landlord, tenant, sublandlord, subtenant or by other occupancy arrangement), or has the right to use or occupy, now or in the future, any real property.

" Parent Material Adverse Effect " means any change, effect, event, occurrence or development that (i) has a material adverse effect on the business, operations or financial condition of Parent and its Subsidiaries taken as a whole, excluding, however, the impact of (A) any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (1) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets or (2) any changes or developments in or affecting domestic or any foreign interest or exchange rates, (B) changes in GAAP or any official interpretation or enforcement thereof, (C) changes in Law or any changes or developments in the official interpretation or enforcement thereof by Governmental Entities, (D) changes in domestic, foreign or global political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism), including any worsening of such conditions threatened or existing on the date of this Agreement, (E) weather conditions or other acts of God (including storms, earthquakes, tornados, floods or other natural disasters), (F) any matter set forth in Section 8.15(a)(ii) of the Parent Disclosure Schedule, (G) a decline in the trading price or trading volume of Parent's common stock or any change in the ratings or ratings outlook for Parent or any of its Subsidiaries, (H) the failure to meet any projections, guidance, budgets, forecasts or estimates (provided , that the underlying causes thereof may be considered in determining whether a Parent Material Adverse Effect has occurred if not otherwise excluded

hereunder), (I) any action taken or omitted to be taken by Parent or any of its Subsidiaries at the written request of the Company, (J) any actions or claims made or brought by any of the current or former shareholders of Parent (or on their behalf or on behalf of Parent) against Parent or any of its directors, officers or employees arising out of this Agreement or the Mergers, (K) the announcement or the existence of this Agreement if arising from the identity of the Company or its Affiliates and (L) the failure to obtain any approvals or consents from any Governmental Entity in connection with the transactions contemplated by this Agreement; except, with respect to clauses (C) or (E), to the extent that such impact is disproportionately adverse to Parent and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which Parent and its Subsidiaries operate; or (ii) would prevent or materially impair the ability of Parent to consummate the Mergers by the End Date.

" Parent Option " means a compensatory option to purchase shares of Parent Common Stock.

" Parent Permitted Lien " means (i) any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established by Parent in accordance with GAAP, (ii) vendors', mechanics', materialmen's, carriers', workers', landlords', repairmen's, warehousemen's, construction and other similar Liens (A) with respect to Liabilities that are not yet due and payable or, if due, are not delinquent or (B) that are being contested in good faith by appropriate proceedings and for which adequate reserves (based on good faith estimates of management) have been set aside for the payment thereof or (C) arising or incurred in the ordinary and usual course of business and which are not, individually or in the aggregate, material to the business operations of Parent and its Subsidiaries and do not materially adversely affect the market value or continued use of the asset encumbered thereby, (iii) Liens imposed or promulgated by applicable Law or any Governmental Entity with respect to real property, including zoning, building or similar restrictions but only to the extent that Parent and its Subsidiaries and their assets are materially in compliance with the same, (iv) pledges or deposits in connection with workers' compensation, unemployment insurance, and other social security legislation, (v) Liens relating to intercompany borrowings among Parent and its wholly owned Subsidiaries, (vi) utility easements, minor encroachments, rights of way, imperfections in title, charges, easements, rights of way (whether recorded or unrecorded), restrictions, declarations, covenants, conditions, defects and similar Liens, but not including any monetary Liens, that are imposed by any Governmental Entity having jurisdiction thereon or otherwise are typical for the applicable property type and locality as do not individually or in the aggregate materially interfere with the present occupancy or use or market value of the respective Parent Owned Real Property or Parent Lease or otherwise materially impair the business operations of Parent and its Subsidiaries, (vii) Liens to be released at or prior to Closing and (viii) Liens that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

" Parent PSU Award " means a performance-based restricted stock unit award in respect of shares of Parent Common Stock.

" Parent Restricted Share Award " means an award of restricted shares of Parent Common Stock.

" Parent RSU Award " means a restricted stock unit award in respect of shares of Parent Common Stock.

" Person " means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Entity and any permitted successors and assigns of such person.

" Proceeding " means any action, suit, claim, hearing, arbitration, litigation or other proceeding, in each case, by or before any Governmental Entity.

" Required Information " means (i) the historical financial statements of the Company which are expressly required by clauses (A) and (B) of paragaph (iv) of Exhibit D of the Debt Commitment Letter and is requested by Parent in writing and (ii) other pertinent and customary historical financial information regarding the Company and its Subsidiaries reasonably requested by Parent in writing that is customarily included in private placement memoranda relating to a 4(a)(2) private placement of debt securities and bank information memoranda, in each case of the type contemplated by the Debt Financing. Notwithstanding anything to the contrary in this definition or otherwise, nothing herein will require the Company to provide (or be deemed to require the Company to prepare) any (A) segment reporting or consolidating financial statements, separate Subsidiary financial statements and other financial statements and data that would be required by Sections 3-05, 3-09, 3-10 and 3-16 of Regulation S-X under the Securities Act, in each case that the Company does not already prepare in connection with the Company SEC Documents, (B) CD&A and other information required by Item 402 of Regulation S-K and information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A that is not already included in the Company SEC Documents or (C) any other information customarily excluded from private placement memoranda for a 4(a)(2) private placement of debt securities and bank information memoranda. In addition, for the avoidance of doubt, "Required Information" shall not include pro forma financial information or projections, and Parent shall be solely responsible for any pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments. If the Company shall in good faith reasonably believe that the Required Information has been delivered to Parent, the Company may deliver to Parent a written notice to that effect (stating when it believes the delivery of the Required Information to Parent was completed), in which case the Company shall be deemed to have complied with such obligation to furnish the Required Information and Parent shall be deemed to have received the Required Information, unless Parent in good faith reasonably believes that the Company has not completed delivery of the Required Information and not later than 5:00 p.m. (New York City time) three Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to that effect (stating with specificity which such Required Information the Company has not delivered); provided , that notwithstanding the foregoing, the delivery of the Required Information shall be satisfied at any time at which (and so long as) Parent shall have actually

received the Required Information, regardless of whether or when any such notice is delivered by the Company.

" Sanctioned Country " means any of the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

" Sanctioned Person " means any Person with whom dealings are restricted or prohibited under the Sanctions Laws of the United States, the United Kingdom, the European Union, or the United Nations, including (i) any Person identified in any list of sanctioned person maintained by (A) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security, or the United States Department of State; (B) Her Majesty's Treasury of the United Kingdom; (C) any committee of the United Nations Security Council; or (D) the European Union; (ii) any Person located, organized, or resident in, organized in, or a Governmental Entity or government instrumentality of, any Sanctioned Country; and (iii) any Person directly or indirectly 50% or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii) .

" Sanctions Laws " means all Laws concerning economic sanctions, including embargoes, export restrictions, the ability to make or receive international payments, the freezing or blocking of assets of a targeted Person, the ability to engage in transactions with specified Persons or countries, or the ability to take an ownership interest in assets of a specified Person or located in a specified country, including any Laws threatening to impose economic sanctions on any Person for engaging in proscribed behavior.

" Sensitive Data " means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

" Specified Contract " means any Contract with a customer by which the Company or any of its Subsidiaries is bound (i) that expressly obligates the Company or its Subsidiaries (or following the Closing, Parent or its Subsidiaries) to conduct business with such customer on a preferential or exclusive basis or that contains "most favored nation" or similar covenants (other than pursuant to any Contracts entered into by the Company or any of its Subsidiaries in effect prior to the execution of this Agreement or provisions in new Contracts with a customer consistent with provisions in Contracts with such customer in effect prior to the execution of this Agreement) or (ii) that involves payments to the Company or its Subsidiaries of more than $36 million per annum that is on terms substantially less favorable in the aggregate to the Company than the Company's Contracts with its Top Customers as of the date hereof.

" Subsidiaries " of any party means any corporation, partnership, association, trust or other form of legal entity of which (i) 50% or more of the voting power of the outstanding voting securities are directly or indirectly owned by such party or (ii) such party or any Subsidiary of such party is a general partner.

" Tax " or " Taxes " means any and all federal, state, local or foreign taxes imposed by any Taxing Authority, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, environmental, stamp, occupation, premium, and property (real or personal) taxes, including any and all interest, penalties, additions to tax or additional amounts imposed by any Governmental Entity with respect thereto.

" Tax Return " means any return, declaration, report or similar filing required to be filed with respect to Taxes, including any information return, claim for refund, amended return, or declaration of estimated Taxes.

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

" U.S. Company Benefit Plan " means each Company Benefit Plan that is not a Non-U.S. Company Benefit Plan.

" Willful Breach " means, with respect to any representation, warranty, agreement or covenant, an action or omission where the breaching party knows or should have known such action or omission is a breach of such representation, warranty, agreement or covenant.

(b) The following terms are defined elsewhere in this Agreement, as indicated below:

	Section
Agreement	Preamble
Antitrust Laws	3.3(b)
Bonus Plans	5.6(c)
Book-Entry Shares	2.1(a)
Cancelled Shares	2.1(a)(ii)
Cash Consideration	2.1(a)(iii)
Certificate	2.1(a)
Chosen Courts	8.4(b)
Clearance Date	5.5(a)
Closing	1.2
Closing Date	1.2
Collective Bargaining Agreement	3.14(a)
Company	Preamble
Company Acquisition Agreement	5.4(e)
Company Adverse Recommendation Change	5.4(e)
Company Board	Recitals
Company Common Shares	3.2(a)
Company Disclosure Schedule	Article III
Company DSU Award	2.3(b)

Company Employees	5.6(a)
Company Expense Reimbursement	7.3(a)
Company Insurance Policies	3.22
Company Material Contracts	3.18(a)
Company Option	2.3(a)
Company Organizational Documents	3.1(c)
Company Owned Real Property	3.15
Company PSU Award	2.3(b)
Company Qualified Plan	3.9(c)
Company Qualifying Transaction	7.3(b)
Company Recommendation	3.3(a)
Company Registered Intellectual property	3.16(a)
Company RSU Award	2.3(b)
Company SEC Documents	3.4(a)
Company Shareholder Approval	3.3(a)
Company Shareholders' Meeting	5.5(b)
Company Specified Date	3.2(a)
Confidentiality Agreement	5.3(d)
Covered Persons	5.10(a)
D&O Insurance	5.10(c)
Debt Commitment Letter	4.16(a)
Debt Financing	4.16(a)
Delaware Initial Certificate of Merger	1.3(a)
Delaware Subsequent Certificate of Merger	1.3(b)
Dissenting Shares	2.1(b)
Effective Time	1.3(a)
End Date	7.1(b)
Enforceability Exceptions	3.3(a)
Exchange Act	3.3(b)
Exchange Agent	2.2(a)
Fee Letters	4.16(b)
Form S-4	3.12
Fractional Share Cash Amount	2.1(d)
GAAP	3.4(b)
HSR Act	3.3(b)
Indemnification Contracts	5.10(a)
Initial Certificates of Merger	1.3(a)
Initial Merger	Recitals
IRS	3.9(a)
Joint Proxy Statement/Prospectus	3.12
Law	3.7(a)
Laws	3.7(a)
Letter of Transmittal	2.2(c)
Major Customers	3.18(a)(ii)
Merger Consideration	2.1(a)(iii)
Merger Sub I	Preamble

Merger Sub II	Preamble
Merger Subs	Preamble
Mergers	Recitals
Multiemployer Plan	3.9(e)
NYSE	3.4(b)
OGCL	Recitals
Ohio Initial Certificate of Merger	1.3(a)
Ohio Subsequent Certificate of Merger	1.3(b)
OLLCA	Recitals
Operating Agreement	1.5(b)
Parent	Preamble
Parent Board	Recitals
Parent Common Stock	4.2(a)
Parent Disclosure Schedule	Article IV
Parent Expense Reimbursement	7.3(c)
Parent Organizational Documents	4.1(c)
Parent Recommendation	4.3(a)
Parent SEC Documents	4.4(a)
Parent Share Issuance	Recitals
Parent Stockholder Approval	4.3(a)
Parent Stockholders' Meeting	5.5(d)
Payment Fund	2.2(b)
Post-Closing Plans	5.6(d)
Representatives	3.23(a)
Sarbanes-Oxley Act	3.4(a)
SEC	3.3(b)
Second Request	5.7(c)
Securities Act	3.4(a)
Specified Acquisition	5.2(c)
Specified Benefit Plan	3.9(a)
Stock Consideration	2.1(a)(iii)
Subsequent Certificates of Merger	1.3(b)
Subsequent Merger	Recitals
Surviving Company	1.1(b)
Takeover Statute	3.20
Top Customers	3.18(a)(viii)
Transaction Approvals	3.3(b)
Treasury Regulations	Recitals

[*SIGNATURE PAGE FOLLOWS*]

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

CONVERGYS CORPORATION

By: /s/ Andrea J. Ayers
Name: Andrea J. Ayers
Title: Chief Executive Officer

SYNNEX CORPORATION

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, General Counsel and Corporate Secretary

DELTA MERGER SUB I, INC.

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

DELTA MERGER SUB II, LLC

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

Exhibit 10.1

EXECUTION VERSION

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, NY 10179

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANK OF AMERICA, N.A.
One Bryant Park
New York, NY 10036

June 28, 2018

SYNNEX Corporation
44201 Nobel Drive
Fremont, California 94538
Attention: Simon Leung - Senior Vice President, General Counsel and Corporate Secretary
Mike Vaishnav - Senior Vice President, Corporate Finance and Treasurer

Project Delta
Bridge Facility Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. (" ***JPMCB*** "), Bank of America, N.A. (" ***Bank of America*** ") and Merrill Lynch, Pierce, Fenner & Smith Incorporated (" ***MLPFS*** ", which term shall include, in each case, MLPFS's designated affiliate for any purpose hereunder and, together with JPMCB and Bank of America, the " ***Commitment Parties*** ", " ***we*** " or " ***us*** ") that you (the " ***Borrower*** ") intend to acquire (the " ***Acquisition*** ") , directly or indirectly, the entity identified to us by you as "Chicago" (the " ***Acquired Company*** "). You have further advised us that, in connection with the foregoing, you and the newly formed entities referred to in the Transaction Description (as defined below) intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the " ***Transaction Description*** "), including the provision to you of the Bridge Facility (as defined below), after which the Acquired Company will be a wholly-owned subsidiary of the Borrower. In connection with the foregoing, you have also separately engaged us to (i) arrange a term A facility of $1.2 billion which may be upsized to up to $1.8 billion if the facility is oversubscribed on the terms separately agreed between you and us (the " ***Term Facility*** ", and the date upon which the credit documentation in respect of such Term Facility has been entered into and has become effective, the " ***Term Facility Effective Date*** ") and (ii) seek required lender consents to an amendment (the " ***Amendment*** ", and the effective date of such Amendment, the " ***Amendment Effective Date*** ") to the Credit Agreement, dated as of November 27, 2013, among you, the guarantors from time to time party thereto, Bank of America, as administrative agent and the lenders, swing line lenders and L/C issuers from time to time party thereto (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the " ***Existing Credit Agreement*** " and as amended by the Amendment, the " ***Amended Credit Agreement*** ") on the terms specified in the Summary of Amendment Terms (as defined below).

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description, the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the " ***Summary of Bridge Terms*** "), and the Summary of Amendment Terms attached hereto as Exhibit C (the " ***Summary of Amendment Terms*** "); this commitment letter together with Exhibits A, B, C and D hereto, collectively, the " ***Commitment Letter*** "). The Borrower, the Acquired Company and their

respective subsidiaries from and after the Acquisition Closing Date, are sometimes collectively referred to herein as the " ***Companies*** ". The Acquired Company and its subsidiaries are referred to herein as the " ***Acquired Companies*** ".

1. **Commitments.** In connection with the foregoing, (a)(i) each of JPMCB and Bank of America is pleased to advise you of its several commitment to provide (x) 60% and 40% of the aggregate principal amount of the Tranche A-1 of the Bridge Facility respectively and (y) 60% and 40% of the aggregate principal amount of the Tranche A-2 of the Bridge Facility respectively and (ii) each of Bank of America and JPMCB is pleased to advise you of its several commitment to provide 60% and 40% of the aggregate principal amount of the Tranche B of the Bridge Facility respectively (in each case of clauses (i) and (ii) above, in such capacity, the " ***Initial Lenders*** "), (b)(i) JPMCB is pleased to advise you of its willingness, and you hereby engage JPMCB, to act as the sole and exclusive administrative agent and collateral agent with respect to Tranche A of the Bridge Facility (in such capacity, the " ***Tranche A Administrative Agent*** ") and (ii) Bank of America is pleased to advise you of its willingness, and you hereby engage Bank of America, to act as the sole and exclusive administrative agent and collateral agent with respect to Tranche B of the Bridge Facility (in such capacity, the " ***Tranche B Administrative Agent*** " and, together with the Tranche A Administrative Agent, the " ***Administrative Agents*** "), all upon and subject to the terms and conditions set forth in this Commitment Letter, (c)(i) Bank of America is pleased to advise you of its willingness, and you hereby engage Bank of America, to act as sole syndication agent for Tranche A of the Bridge Facility and (ii) JPMCB is pleased to advise you of its willingness, and you hereby engage JPMCB, to act as sole syndication agent for Tranche B of the Bridge Facility and (d) each of JPMCB and MLPFS is also pleased to advise you of its willingness, and you hereby engage JPMCB and MLPFS, to arrange and act as the joint lead arrangers and joint bookrunners (in such capacity, the " ***Lead Arrangers*** ") for the Bridge Facility, and in connection therewith to form a syndicate of lenders for the Bridge Facility in accordance with Section 2 of this Commitment Letter (collectively, the " ***Lenders*** "), including JPMCB and Bank of America. It is understood and agreed that (x)(i) JPMCB will have "lead left" placement on all marketing materials relating to Tranche A of the Bridge Facility and (ii) MLPFS will have "lead left" placement on all marketing materials relating to Tranche B of the Bridge Facility and (y) no additional agents, co-agents or arrangers will be appointed and no other titles will be awarded with respect to the Bridge Facility without our and your mutual consent. You agree that JPMCB may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC.

The commitments of the Initial Lenders in respect of the Bridge Facility and the undertaking of the Lead Arrangers to provide the services described herein are subject only to the satisfaction of each of the conditions precedent set forth in Section 5 below.

2. **Syndication.** The Lead Arrangers (x)(i) intend to commence syndication of Tranche A-1 of the Bridge Facility and (ii) upon a determination by the Lead Arrangers in consultation with you that the Term Facility Effective Date is not likely to occur on or prior to the Initial Funding Date, the Lead Arrangers intend to commence syndication of Tranche A-2 of the Bridge Facility and (y) upon a determination by the Lead Arrangers in consultation with you that the Amendment Effective Date is not likely to occur on or prior to the Initial Funding Date (which determination shall be made on the 30 th day following the date of this Commitment Letter (or such earlier or later date as may be agreed by the Lead Arrangers and you)), intend to commence syndication of Tranche B of the Bridge Facility, in each case, promptly after your acceptance of the terms of this Commitment Letter and the Fee Letter (as hereinafter defined) and, if applicable, after the relevant determination. Each Initial Lender's commitment hereunder shall be reduced dollar-for-dollar on a pro rata basis as and when commitments for the Bridge Facility are received from Permitted Assignees (as defined below), to the extent that each such Permitted Assignee becomes party to the Credit Documentation as a "Lender" (including, pursuant to an assignment and

assumption agreement executed pursuant to the Credit Documentation) or otherwise party to this Commitment Letter pursuant to documentation reasonably satisfactory to the Lead Arrangers and you (collectively, " ***Joinder Documentation*** ").

Until the earlier of (i) the date upon which a Successful Syndication (as defined in the Fee Letter) is achieved and (ii) the 60 th day following the Initial Funding Date (the " ***Syndication Date*** "), you agree, upon the request of the Lead Arrangers to assist, and to use your commercially reasonable efforts prior to the Acquisition Closing Date to cause the Acquired Company and its subsidiaries to assist to the extent permitted by the Acquisition Agreement, the Lead Arrangers in achieving a syndication of the Bridge Facility that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include (a) your assisting (and your using commercially reasonable efforts prior to the Acquisition Closing Date to cause the Acquired Company to assist to the extent permitted by the Acquisition Agreement) in the preparation of a customary confidential information memorandum and customary lender presentation with respect to the Bridge Facility and other customary marketing materials reasonably requested by the Lead Arrangers to be used in connection with the syndication of the Bridge Facility (collectively, the " ***Information Materials*** "), subject in all respects to the limitations on your rights to request such information concerning the Acquired Company and its subsidiaries as set forth in the Acquisition Agreement, (b) your using your commercially reasonable efforts to assist the Lead Arrangers such that their syndication efforts benefit from your existing banking relationships and the existing banking relationships of the Acquired Company, (c) your agreeing that until the Syndication Date there shall be no competing offering, placement or arrangement of any syndicated bank financing or underwritten or privately placed debt securities by or on behalf of the Borrower or any of the Borrower's subsidiaries, in each case that would reasonably be expected to materially and adversely impair the primary syndication of the Bridge Facility other than (i) the Amendment, or any refinancing or replacement of the facilities under the Existing Credit Agreement with similar types of facilities in an aggregate amount not to exceed the facilities being refinanced or replaced, (ii) the New Notes, (iii) the New Term Loans, (iv) any borrowing under the Existing Credit Agreement, (v) borrowings under, or an increase or amendment to the Borrower's or its subsidiaries available commitments under their respective account receivable securitization or other similar financing facilities to the extent permitted under the Existing Credit Agreement (giving effect to the Amendment) that is either in the ordinary course of business, or represents an increase to the available commitments thereunder as a result of refinancing borrowing capacity previously provided under the Acquired Company's receivables purchase facilities, (vi) borrowings under, or an increase or amendment to credit facilities of any foreign subsidiary of the Borrower or such subsidiary's domestic subsidiaries to the extent permitted under the Existing Credit Agreement (giving effect to the Amendment) in the ordinary course of business, and (vii) any other financing agreed by the Lead Arrangers which will not be deemed to materially impair the primary syndication of the Bridge Facility), (d) your making your senior management and advisors available, and upon the reasonable request of the Lead Arrangers, using your commercially reasonable efforts prior to the Acquisition Closing Date to make senior management and advisors of the Acquired Company available (to the extent permitted by the Acquisition Agreement), from time to time to attend and make presentations regarding the business of the Borrower, the Acquired Company and their respective subsidiaries, as appropriate, at one meeting of, or conference call with prospective Lenders (or such additional meetings or conference calls as reasonably requested by the Lead Arrangers) in all cases at times and locations to be mutually agreed. Without limiting your obligations to assist with syndication efforts as set forth above, and notwithstanding anything to the contrary herein or in the Fee Letter, the Commitment Parties acknowledge and agree that neither the commencement nor the completion of the syndication of the Bridge Facility (including a Successful Syndication), nor any other provision of this paragraph shall constitute a condition precedent to the availability and initial funding of the Bridge Facility on the Initial Funding Date and (e) if, after completing syndication of the New Term A Facility in

accordance with the last paragraph of this Section 2, the Lead Arrangers have not received commitment advices from prospective lenders in respect of the New Term A Facility representing an aggregate amount at least equal to the aggregate amount of the then-outstanding commitments with respect to Tranche A of the Bridge Facility and, if the Amendment Effective Date has not occurred on or before the 30 th day following the date of this Commitment Letter (or such other period as may be agreed by the Bank Joint Lead Arrangers and the Borrower), Tranche B of the Bridge Facility (or, if the loans under the Bridge Facility have been made, an aggregate amount sufficient to repay all of the principal and other amounts outstanding under the Bridge Facility) (such shortfall, the " ***Shortfall Amount*** "), (i) the Lead Arrangers and the Borrower will promptly identify and in good faith agree in writing (which may be via electronic mail) upon one or more alternative financings to the Bridge Facility to pursue in respect of the Shortfall Amount and (ii) at the reasonable request of the Lead Arrangers in respect of any such agreed upon alternative financing, the Borrower agrees to (A) engage one or more investment banks reasonably satisfactory to the Lead Arrangers to arrange or place such alternative financing (it being understood and agreed that the investment banks engaged by the Borrower on or about the date hereof are reasonably satisfactory to the Lead Arrangers) (the " ***Investment Banks*** "), (B) promptly (1) deliver to the Investment Banks a customary offering memorandum, private placement memorandum or confidential information memorandum (collectively " ***Information Memorandum*** "), as applicable, for use in syndication of such alternative financing (together with a customary authorization letter to be included in such Information Memorandum), and, if customary for such alternative financing, prepare an additional version of such Information Memorandum that is suitable for distribution to Public Lenders, and other customary marketing materials to be used in connection with the syndication of such alternative financing and (2) if applicable to such alternative financing, use commercially reasonable efforts to obtain customary credit ratings required in respect of such alternative financing (the " ***Ratings*** ") and (C) provide the Investment Banks with a customary marketing period (subject to customary black-out periods) prior to the Initial Funding Date as requested by the Investment Banks in respect of such alternative financing after receipt of the applicable Information Memorandum and, if applicable to such alternative financing, the applicable Ratings, it being understood and agreed that the requisite marketing period for the New Notes will be 30 business days (subject to customary black-out periods).

Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, (A) you will not be required to provide any information to the extent that the provision thereof would violate any (x) attorney-client privilege, (y) law, rule or regulation or (z) any confidentiality obligation binding on you, the Acquired Company and/or any of your or their respective affiliates, in each case, entered into prior to the date hereof (and in the case of such confidentiality obligation, not entered into in contemplation of the information requirements hereunder), in which case you agree to use commercially reasonable efforts to have any such confidentiality obligation waived, and otherwise in all instances, to the extent practicable and not prohibited by applicable law, rule or regulation, promptly notify us that information, not otherwise subject to attorney-client privilege, is being withheld pursuant to this sentence; and (B) the financial statements required by clause (iv) of Exhibit D hereto are the only financial statements that will be required in connection with the syndication of the Bridge Facility.

It is understood and agreed that the Lead Arrangers will manage and control all aspects of the syndication of the Bridge Facility in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders; provided that only potential Lenders that (i) on or before the 45 th day following the date hereof, are approved by the Borrower (such approval not to be unreasonably withheld or delayed); it being understood and agreed that existing lenders under the Existing Credit Agreement are deemed to be approved by the Borrower or (ii) after the 45 th day following the date hereof, are identified by the Lead Arrangers in consultation with you, will be approached and

permitted to participate in the syndication (clauses (i) and (ii), the " ***Permitted Assignees*** "). It is understood that no Lender participating in the Bridge Facility will receive compensation from you in order to obtain its commitment, except on the terms contained herein and in the Summary of Terms. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the discretion of the Lead Arrangers in consultation with you, subject to the terms and provisions of the Fee Letter.

3. **Information Requirements.** You hereby represent that (to your knowledge with respect to the Acquired Company and its subsidiaries) (a) all written information concerning you and your subsidiaries and the Acquired Company and its subsidiaries, other than Projections (as defined below) and other forward-looking information and information of a general economic or industry-specific nature, if any, which has been or will be made available to the Lead Arrangers or any of the Lenders by you or any of your representatives (or on your or their behalf) in connection with the transactions contemplated hereby (the " ***Information*** "), when taken as a whole, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, when taken as a whole, not materially misleading in light of the circumstances under which they were made (after giving effect to all supplements and updates thereto from time to time), and (b) all financial projections concerning the Borrower, the Acquired Company and their respective subsidiaries that have been or will be made available to the Lead Arrangers by you or on behalf of you or any of your representatives in connection with the Transactions (the " ***Projections*** ") have been or will be prepared in good faith and have been or will be based upon assumptions believed by you to be reasonable at the time made (it being understood that Projections are subject to significant uncertainties and contingencies many of which are beyond your control, and no assurance can be given that the Projections will be realized, and that actual results may differ from projected results and that such differences may be material). You agree that if, at any time from the date hereof until the later of the Syndication Date and the Initial Funding Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or the Projections were being furnished, and such representation were being made, at such time, you will (or, prior to the Initial Funding Date with respect to Information and Projections concerning the Acquired Company and its subsidiaries, you will, subject to the limitations on your rights as set forth in the Acquisition Agreement, use commercially reasonable efforts to) furnish us with supplements to the Information and the Projections, in each case from time to time, so that the representation in the preceding sentence remains correct in all material respects; provided that such supplementation shall cure any breach of such representation. In accepting this commitment and in arranging and syndicating the Bridge Facility, the Lead Arrangers are and will be using and relying on the Information and the Projections without independent verification thereof. Without limiting your obligations under this paragraph, it is understood that the Initial Lenders' commitment with respect to the Bridge Facility hereunder is not conditioned upon the accuracy of, or your compliance with, the representations, warranties and covenants in this paragraph.

You acknowledge that the Commitment Parties on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on SyndTrak, IntraLinks, DebtDomain or another similar electronic system. In addition, in connection with any syndication of the Bridge Facility, unless the parties hereto otherwise agree in writing, you shall be under no obligation to provide Information Materials suitable for distribution to any prospective Lender (each, a " ***Public Lender*** ") that has personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities laws, " ***MNPI*** ") with respect to the Borrower, the Acquired Company, their respective affiliates or any other entity, or the respective securities of any of the foregoing. Prior to distribution of Information Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination thereof, which dissemination shall be subject to

customary confidentiality undertakings satisfactory to you (it being understood and agreed that customary procedures employed by us for providing prospective Lenders access via Syndtrak or Intralinks (or another similar electronic system) to information and other materials related to the Bridge Facility and the confidentiality terms to be accepted by prospective Lenders in connection therewith are reasonably satisfactory to you for such purpose).

4. **Fees, Reimbursements and Indemnities.**

(a) You agree to pay the fees set forth in the separate fee letter addressed to you dated the date hereof from the Commitment Parties (the " ***Fee Letter*** "). You further agree to reimburse the Initial Lenders and the Lead Arrangers from time to time promptly after demand for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, reasonable due diligence expenses and CUSIP fees for registration with the Standard & Poor's CUSIP Service Bureau) incurred in connection with the Bridge Facility, the syndication thereof, the preparation of the definitive documentation therefor and the other transactions contemplated hereby (but limited, in the case of legal fees and expenses, whether or not the Initial Funding Date occurs, to the reasonable and documented out-of-pocket fees and expenses of one primary counsel to the Commitment Parties (taken together) and, if reasonably necessary, of one local counsel in any relevant jurisdiction) incurred in connection with the Bridge Facility, the syndication thereof and the preparation of the Credit Documentation. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

(b) You agree to indemnify and hold harmless each of the Commitment Parties and each of their affiliates and their respective officers, directors, employees, agents, advisors (each, an " ***Indemnified Party*** ") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (in the case of fees, disbursements and charges of counsel, limited to the reasonable and documented fees, disbursements and other charges of one counsel to all Indemnified Parties, taken together (and, if reasonably necessary, one local counsel in any relevant jurisdiction and, solely in the case of an actual or potential conflict of interest, of one additional counsel (and, if reasonably necessary, one additional local counsel in any relevant jurisdiction) for all affected Indemnified Parties taken together)) that may be incurred by or awarded against any Indemnified Party within 10 business days following written demand therefor setting forth in reasonable detail a description of such claims, damages, losses, liabilities and expenses, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter or (b) the Bridge Facility or any use made or proposed to be made with the proceeds thereof, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (x) such Indemnified Party's bad faith, gross negligence or willful misconduct, (y) the material breach by such Indemnified Party of its obligations under this Commitment Letter or (z) disputes solely among Indemnified Parties not involving any act or omission of you or your subsidiaries (other than any Proceeding (as defined below) against any Commitment Party solely in its capacity or in fulfilling its role as an Administrative Agent or Lead Arranger or similar role in connection with the Bridge Facility). In the case of an investigation, litigation or proceeding (any of the foregoing, a " ***Proceeding*** ") to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. It is agreed that no party hereto shall have any liability (whether direct or indirect, in

contract or tort or otherwise) to any other party or such party's subsidiaries or affiliates or to its or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct; *provided* , that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth hereinabove to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such indemnified person is entitled to indemnification hereunder. Notwithstanding any other provision of this Commitment Letter, no party hereto shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, unless such damages are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct. You shall not, without the prior written consent of an Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceeding against an Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault. You will not be liable for any settlement of any pending or threatened Proceeding effected without your prior written consent (which shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Party from and against any and all out-of-pocket expenses, losses, claims, damages, liabilities and reasonable and documented legal or other out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the other provisions herein.

5. **Conditions to Financing.** Notwithstanding anything in this Commitment Letter, the Fee Letter, the definitive documentation with respect to the Bridge Facility (the " ***Credit Documentation*** ") or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, the commitments of the Initial Lenders in respect of the Bridge Facility and the undertaking of the Lead Arrangers to provide the services described herein are subject only to the satisfaction of each of the conditions expressly set forth in Exhibit D hereto under the heading "Conditions Precedent to Each Funding Date" (the " ***Funding Conditions*** "), it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letter and the Credit Documentation) other than the Funding Conditions (and upon satisfaction or waiver of the Funding Conditions, the initial funding under the Bridge Facility shall occur).

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Credit Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary: (a) the only conditions (express or implied) to the availability and funding of the Bridge Facility on each Funding Date are the Funding Conditions, (b) the only representations the accuracy of which shall be a condition to the availability of the Bridge Facility on each Funding Date shall be (i) the representations made by the Acquired Company with respect to the Acquired Company and its subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or any of its subsidiaries has the right (taking into account any applicable cure provisions) to terminate its obligations under the Acquisition Agreement, or to decline to consummate the Acquisition pursuant to the Acquisition Agreement, as a result of a breach of such representations in the

Acquisition Agreement (the " ***Acquisition Agreement Representations*** ") and (ii) the Specified Representations (as hereinafter defined) and (c) the terms of the Credit Documentation shall be in a form such that they do not impair the availability or funding of the Bridge Facility on each Funding Date if the Funding Conditions are satisfied (or waived by the Commitment Parties). For purposes hereof, " ***Specified Representations*** " means the representations and warranties in the Credit Documentation relating to (1) each Loan Party's existence, qualification and power on substantially the same terms as are set forth in Section 6.01 of the Existing Credit Agreement; (2) each Loan Party's authorization and non-contravention on substantially the same terms as are set forth in Section 6.02(a) and Section 6.02(c) of the Existing Credit Agreement; (3) each Loan Party's non-contravention with material debt instruments in excess of the Threshold Amount (as defined in the Existing Credit Agreement (giving effect to the Amendment)), (4) due execution by, and enforceability of the Credit Documentation against, each Loan Party on substantially the same terms as are set forth in Section 6.04 of the Existing Credit Agreement; (5) Federal Reserve margin regulations and Investment Company Act Status on substantially the same terms as are set forth in Section 6.18 of the Existing Credit Agreement; (6) solvency on a consolidated basis as of the Initial Funding Date (after giving effect to the Acquisition) on substantially the same terms as are set forth in Section 6.14 of the Existing Credit Agreement; (7) the use of proceeds not violating OFAC and anti-corruption law on substantially the same terms as are set forth in Section 6.21 of the Existing Credit Agreement; (8) Patriot Act; and (9) and the creation, validity, priority and perfection of the security interests granted in the intended collateral on substantially the same terms as are set forth Section 6.19 of the Existing Credit Agreement (it being understood that to the extent any security interest (including the creation or perfection of any security interest) in the intended collateral (other than any collateral the security interest in which may be perfected by (x) the filing of a UCC financing statement or the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office or (y) the delivery of certificates evidencing equity interests of the Guarantors that are issuers of certificated securities (as defined in the UCC)) is not provided on the Initial Funding Date after your use of commercially reasonable efforts to do so, the provision of such perfected security interest(s) shall not constitute a condition precedent to the availability of the Bridge Facility on the Initial Funding Date but shall be required to be delivered or perfected no later than ninety (90) days, or such longer period as may be agreed by the Administrative Agents, after the Initial Funding Date pursuant to arrangements to be mutually agreed). This paragraph shall be referred to herein as the " ***Limited Conditionality Provisions*** ".

6. **Confidentiality and Other Obligations.** This Commitment Letter and the Fee Letter and the contents hereof and thereof are confidential and, except (1) for disclosure hereof or thereof to your board of directors, officers, employees, accountants, attorneys, agents and other professional advisors retained by you in connection with the Bridge Facility, in each case, on a confidential basis, (2) for disclosure hereof or thereof (and, in the case of the Fee Letter, redacted in a manner reasonably satisfactory to the Lead Arrangers) to the Acquired Company and its subsidiaries and the officers, employees, accountants, attorneys and other professional advisors of the Acquired Company and its subsidiaries, in each case, on a confidential basis or (3) for disclosure hereof or thereof in any judicial or administrative proceeding, upon request or demand of any regulatory authority having jurisdiction over you or as otherwise required by law, regulation or compulsory legal process (in which case you agree to inform us promptly thereof to the extent not prohibited by law, rule or regulation), may not be disclosed in whole or in part to any person or entity without our prior written consent (which consent shall not be unreasonably withheld); *provided* , however, it is understood and agreed that (i) you may disclose this Commitment Letter (including the Summary of Terms) but not the Fee Letter after your acceptance of this Commitment Letter and the Fee Letter, (A) in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges and (B) to rating agencies on a confidential basis; (ii) after your acceptance of this Commitment Letter and the Fee Letter, disclose the aggregate fees

payable under the Fee Letter (but not the Fee Letter itself) in generic disclosure of aggregate sources and uses contained in any offering memorandum, prospectus or other marketing materials relating to the Bridge Facility; (iii) after your acceptance hereof, this Commitment Letter (but not the Fee Letter) to potential Lenders in coordination with us as contemplated by Section 2 above; (iv) the fee and other amounts herein and in the Fee Letter may be reflected in your financial statements as part of the aggregate expenses in connection with the transactions contemplated hereby and may otherwise be disclosed as part of projections, pro forma information and a generic disclosure of aggregate sources and uses; and (v) disclose the Commitment Letter and the Fee Letter in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter, or the transactions contemplated hereby or thereby or enforcement hereof and thereof. Notwithstanding the foregoing, you may make public announcements of the Transactions and disclose the existence of the commitments and undertakings made hereunder and the respective roles of the Lead Arrangers and the Initial Lenders in connection with the Transactions after your acceptance of this Commitment Letter and the Fee Letter; *provided* that you agree to consult with the Lead Arrangers with respect to any portion of any announcement that names, or provide information that would readily permit identification of, any Lead Arranger or Initial Lender. This paragraph shall terminate (as it relates to the Commitment Letter but not as it relates to the Fee Letter) on the twelve month anniversary of the date hereof.

The Commitment Parties shall use all confidential information provided to them by or on behalf of you hereunder (the " ***Confidential Information*** ") solely for the purpose of providing the services which are the subject of this Commitment Letter and otherwise in connection with the Transactions and shall treat confidentially all such information; *provided* , *however* , that nothing herein shall prevent the Commitment Parties from disclosing Confidential Information (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case the Commitment Parties agree to inform you promptly thereof to the extent not prohibited by law, rule or regulation), (ii) upon the request or demand of any regulatory authority having jurisdiction over the Commitment Parties or any of their respective affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this agreement by the Commitment Parties, (iv) to the Commitment Parties' affiliates, employees, legal counsel, independent auditors and other experts or agents who need to know such information solely in connection with the Transactions and are informed of the confidential nature of such information; *provided* that such Commitment Party shall be responsible for such affiliates', employees', legal counsel, independent auditors' and other experts' or agents' compliance with this paragraph, (v) for purposes of establishing a "due diligence" defense in any suit, action or proceeding relating to this Commitment Letter, the Fee Letter, the Bridge Facility or the enforcement of rights thereunder, (vi) to the extent that such information is received by the Commitment Parties from a third party that is not to the Commitment Parties' knowledge subject to confidentiality obligations to you, (vii) to the extent that such information is independently developed by the Commitment Parties that is not subject to confidentiality obligations owing to you, the Acquired Company or any of your or their respective affiliates or related parties, or (viii) to potential Lenders, participants or assignees who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph or as otherwise reasonably acceptable to you and each Commitment Party, including as may be agreed in any confidential information memorandum or other marketing material). The foregoing provisions of this paragraph shall terminate on the earlier of (x) the twelve month anniversary of the date hereof and (y) the execution of the Credit Documentation (in which case superseded by the confidentiality provision of the Credit Documentation). In addition, each Commitment Party may disclose the existence of the Bridge Facility to market data collectors, similar service providers to the lending industry and service providers to the Commitment Parties in connection with the administration and management of the Bridge Facility.

You acknowledge that the Commitment Parties or their affiliates may be providing financing or other services to parties whose interests may conflict with yours. The Commitment Parties agree that they will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating to the Borrower and the Acquired Business and their respective affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that they have obtained or may obtain from any other customer.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (i) the Bridge Facility and any related arranging or other services described in this Commitment Letter are arm's length commercial transactions between you and your affiliates, on the one hand, and the Initial Lenders and the Lead Arrangers, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Commitment Letter; (ii) in connection with the process leading to such transaction, each Initial Lender and each Lead Arranger (each in their capacity as such) is and has been acting solely as a principal and is not an advisor, agent or fiduciary, for you or any of your affiliates, stockholders, creditors or employees or any other party; (iii) neither any Initial Lender nor any Lead Arranger (each in their capacity as such) has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether any Initial Lender or any Lead Arranger has advised or is currently advising you or your affiliates on other matters) and neither any Initial Lender nor any Lead Arranger has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this Commitment Letter and/or the Credit Documentation; (iv) each Initial Lender and each Lead Arranger and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates and, except as may otherwise be expressly set forth in a written agreement among the relevant parties, the Initial Lenders and the Lead Arrangers have no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Initial Lenders and the Lead Arrangers have not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate.

The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (the "USA Patriot Act"), each of them is required to obtain, the name and address of the Loan Parties and other information of the Loan Parties that will allow the Commitment Parties, as applicable, to identify the Loan Parties in accordance with the USA Patriot Act.

7. **Survival of Obligations.** The provisions of Sections 2, 3, 4, 6 and 8 shall remain in full force and effect regardless of whether any Credit Documentation shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of the Commitment Parties hereunder; *provided* that (x) the reimbursement and indemnification provisions in Section 4 hereof shall be superseded and replaced by those set forth in the Credit Documentation upon the effectiveness thereof, in each case to the extent covered thereby, and (y) the provisions of Sections 2 and 3 shall not survive if the commitments and undertakings of the Commitment Parties are terminated prior to the effectiveness and/or funding of the Bridge Facility.

8. **Miscellaneous.** This Commitment Letter and the Fee Letter may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page to this Commitment

Letter or the Fee Letter by telecopier, facsimile or other electronic transmission (including in ".pdf" or ".tif" format) or facsimile shall be effective as delivery of a manually executed counterpart thereof. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Commitment Letter or the Fee Letter.

This Commitment Letter and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions and the other transactions contemplated hereby and thereby or the actions of the Commitment Parties in the negotiation, performance or enforcement hereof. Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter and the Fee Letter, the Transactions and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court. Notwithstanding anything herein to the contrary and the governing law provisions of the Fee Letter, it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in Exhibit D) (and whether or not a "Company Material Adverse Effect" has occurred), (b) the determination of the accuracy of any representation and warranty made by or on behalf of the Acquired Company and its subsidiaries in the Acquisition Agreement and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Acquisition Agreement or decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each party hereto waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you or any Commitment Party are or may be subject by suit upon judgment.

This Commitment Letter and the Fee Letter embody the entire agreement and understanding among the parties hereto and your affiliates with respect to the Bridge Facility and supersede all prior agreements and understandings relating to the specific matters hereof. Neither this Commitment Letter (including the attachments hereto) nor the Fee Letter may be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto.

Except as otherwise expressly provided above in Section 2, this Commitment Letter is not assignable by any party hereto without the prior written consent of each other party hereto and is intended to be solely for the benefit of the parties hereto and, solely to the extent provided above, the Indemnified Parties. MLPFS may, without notice to any other party hereto, assign its rights and obligations under this Commitment Letter to any other registered broker dealer wholly owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's and its

subsidiaries' (taken together) investment banking, commercial lending services and related businesses may be transferred following the date of this Commitment Letter.

Please indicate your acceptance of the terms of the Bridge Facility set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter, the Fee Letter, and paying the fees specified in the Fee Letter to be payable upon acceptance of this Commitment Letter with respect to the Bridge Facility by wire transfer of immediately available funds to the account specified by us, not later than 11:59 p.m. (New York City time) on June 28, 2018 (or such later date as agreed by the Lead Arrangers), whereupon the undertakings of the parties with respect to the Bridge Facility shall become effective to the extent and in the manner provided hereby. This offer shall terminate with respect to the Bridge Facility if not so accepted by you at or prior to that time. Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (a) the End Date (as defined in the Acquisition Agreement in effect on the date hereof without giving effect to any amendment thereto or consent thereunder), in the event the Acquisition Closing Date has not occurred on or prior to such date, (b) the execution of the Credit Documentation, (c) the closing of the Acquisition without the use of the Bridge Facility, (d) the termination or expiration of the Acquisition Agreement or (e) receipt by Lead Arrangers of written notice from the Borrower of its election to terminate all commitments under the Bridge Facility in full.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained therein, including an agreement to negotiate in good faith the Credit Documentation by the parties hereto in a manner consistent with this Commitment Letter and the Summary of Bridge Terms (it being acknowledged and agreed that the commitment provided herein is subject to conditions precedent as provided herein).

[The remainder of this page intentionally left blank.]

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ Caitlin Stewart
Name: Caitlin Stewart
Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/ Jeannette Lu
Name: Jeannette Lu
Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Jeffery P. Standish
Name: Jeffery P. Standish
Title: Director

The provisions of this Commitment Letter are accepted and agreed to as of the date first written above:

SYNNEX CORPORATION

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, General Counsel
and Corporate Secretary

Exhibit A

TRANSACTION DESCRIPTION

Capitalized terms used but not otherwise defined in this Exhibit A shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the " ***Commitment Letter*** ").

The Borrower intends to acquire indirectly, through Merger Sub I (as defined below), the Acquired Company pursuant to the Acquisition Agreement. In connection with the foregoing, it is intended that (the transactions referred to below, collectively, the " ***Transactions*** "):

1. The Borrower intends to establish Delta Merger Sub I, Inc. (" ***Merger Sub I*** "), a newly formed Delaware corporation and a wholly-owned subsidiary of the Borrower, which shall be merged with and into the Acquired Company (the " ***Initial Merger*** "), with the Acquired Company surviving the Initial Merger as a wholly-owned subsidiary of the Borrower, and immediately following the Initial Merger, the Acquired Company shall be merged with and into Delta Merger Sub II, LLC (" ***Merger Sub II*** "), a newly formed Delaware limited liability company and a wholly-owned subsidiary of the Borrower (the " ***Subsequent Merger*** "), with Merger Sub II surviving the Subsequent Merger as a wholly-owned subsidiary of the Borrower.

2. In connection with the Acquisition, the Borrower intends to (a) obtain financing through a combination of some or all of the following sources consisting of (i) senior secured notes through one or more private placements (the " ***New Notes*** "), (ii) a secured term loan A facility (the " ***New Term A Facility*** " and the loans thereunder, the " ***New Term A Loans*** ") and/or (iii) in lieu of all or a portion of the New Notes or the New Term A Facility, a secured term loan facility (the " ***New Other Term Facility*** " and the loans thereunder, the " ***New Other Term Loans*** " and, together with the New Term A Loans, the ***"New Term Loans*** "), (b) obtain an amendment (the " ***Amendment*** ") to the Existing Credit Agreement substantially consistent with the terms described in Exhibit C to the Commitment Letter (as so amended, the " ***Amended Credit Agreement*** " and the effective date of the Amendment, the " ***Amendment Effective Date*** ") and (c) in lieu of some or all of the financings described in clauses (a) and (b) above, obtain a senior secured bridge loan facility described in Exhibit B to the Commitment Letter (the " ***Bridge Facility*** "), in an aggregate principal amount of (x)(i) $0.6 billion (such amount referred to herein as the " ***Tranche A-1 of the Bridge Facility*** "), plus (ii) $1.2 billion (such amount referred to herein as the " ***Tranche A-2 of the Bridge Facility*** " and, together with Tranche A-1 of the Bridge Facility, " ***Tranche A of the Bridge Facility*** ") plus (y) if the Amendment Effective Date fails to occur on or prior to the Initial Funding Date, $1.77 billion (such amount referred to herein as the " ***Tranche B of the Bridge Facility*** " and, together with Tranche A of the Bridge Facility, the " ***Tranches of the Bridge Facility*** "), which Tranches of the Bridge Facility may be documented as tranches under a single credit facility or as two separate credit facilities, in each case, as agreed among the Borrower and the Lead Arrangers, and which amount shall primarily be used (i) in the case of Tranche A of the Bridge Facility, to finance the Acquisition on the Acquisition Closing Date and (ii) in the case of Tranche B of the Bridge Facility, to refinance obligations under the Existing Credit Agreement.

3. The Borrower will (a) issue an agreed amount of its common stock (the " ***Borrower Stock*** ") for distribution to the shareholders of the Acquired Company as partial merger consideration (the " ***Borrower Stock Contribution*** ") and (b) apply the proceeds of the financings described in paragraph 2 above, together with cash on hand, to (i) pay, directly or indirectly, the aggregate consideration in respect of all of the issued and outstanding equity interests of the Acquired Company in accordance with the terms of the Acquisition Agreement or as otherwise described in paragraph 2 above (including with respect to the possible refinancing of the Existing Credit Facility) and (ii) to directly or indirectly (A) repay in full the outstanding obligations under the Acquired Company's senior credit agreement agented by Citibank, N.A., (B) pay in cash the repurchase price for any convertible debentures of the Acquired Company that have been tendered for repurchase by the holders thereof in connection with the Initial Merger (the " ***Convertible Debentures*** "), (C) settle such portions of the Convertible Debentures that have been converted by the holders thereof in connection with the Initial Merger and (D) to the extent that any applicable change of control provisions have not been waived or amended thereunder, repay in full the outstanding obligations under the Acquired Company's receivables purchase facility agented by Wells Fargo Bank, N.A. (the " ***Acquired Company Receivables Facility*** "; and, to the extent such change of control provisions are waived, the effective date of such waiver, the " ***Receivables Facility Waiver Effective Date*** ") (such repayment, payment and settlement, the " ***Refinancing*** ").

4. The Borrower will, directly or indirectly, pay the costs and expenses related to the Acquisition and the other Transactions referred to in this Exhibit A, in each case, subject to the terms of any applicable engagement and/or commitment letters with respect thereto.

Exhibit B

SUMMARY OF TERMS AND CONDITIONS
BRIDGE FACILITY

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit B is attached.

BORROWER: SYNNEX Corporation, a Delaware corporation (the " ***Borrower*** ").

FACILITY: A 364-day senior secured bridge facility (the " ***Bridge Facility*** "; the loans thereunder, the " ***Bridge Loans*** ") in an aggregate principal amount of (x)(i) $0.6 billion (such amount referred to herein as " ***Tranche A-1 of the Bridge Facility*** ") plus (ii) $1.2 billion (such amount referred to herein as the " ***Tranche A-2 of the Bridge Facility*** " and, together with Tranche A-1 of the Bridge Facility, " ***Tranche A of the Bridge Facility*** ") plus (y) until the Amendment Effective Date occurs, $1.77 billion (such amount referred to herein as " ***Tranche B of the Bridge Facility*** " and, together with Tranche A of the Bridge Facility, the " ***Tranches of the Bridge Facility*** ").

ADMINISTRATIVE AGENTS: JPMorgan Chase Bank, N.A. (the " ***Tranche A Administrative Agent*** ") will act as sole and exclusive administrative agent and collateral agent for Tranche A of the Bridge Facility. Bank of America, N.A. (the " ***Tranche B Administrative Agent*** " and, together with the Tranche A Administrative Agent, the " ***Administrative Agents*** ") will act (i) as sole and exclusive administrative agent and collateral agent for Tranche B of the Bridge Facility.

SYNDICATION AGENTS: Bank of America, N.A. will act as sole syndication agent for Tranche A of the Bridge Facility. JPMorgan Chase Bank, N.A. will act as sole syndication agent for Tranche B of the Bridge Facility.

JOINT LEAD ARRANGERS AND JOINT BOOK MANAGERS: JPMorgan Chase Bank, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the " ***Lead Arrangers*** ") will act as joint lead arrangers and joint bookrunners.

LENDERS: A syndicate of financial institutions (including JPMorgan Chase Bank, N.A. and Bank of America, N.A.) arranged by the Lead Arrangers that are Permitted Assignees (the " ***Lenders*** ").

PURPOSE: Tranche A-1 of the Bridge Facility and Tranche B of the Bridge Facility will be available for a single drawing to be made on the Initial Funding Date (as defined below), the proceeds of which shall finance, in part, the Acquisition, the Refinancing (other than with respect to the Convertible Debentures) and the costs and expenses related to the Transactions, in each case, on the date of the closing of the Acquisition (such date, the

" ***Acquisition Closing Date*** "). Tranche A-2 of the Bridge Facility will be available for (i) one drawing to be made on the Initial Funding Date, the proceeds of which shall finance, in part, the Acquisition, the Refinancing (other than with respect to the Convertible Debentures) and the costs and expenses related to the Transactions, in each case, on the Acquisition Closing Date and (ii) at the Borrower's option, if any Convertible Debentures remain outstanding after the Initial Funding Date, up to five additional drawings of up to, in the aggregate, the lesser of (x) the remaining unutilized Bridge Facility commitments (the " ***Remaining Bridge Commitments*** ") and (y) $350 million (such amount, the " ***Convertible Debentures Commitment*** ") to be made on or prior to the Convertible Debentures Termination Date (as defined below) to fund the obligations to repurchase the Convertible Debentures or otherwise settle such Convertible Debentures upon the tender for repurchase or conversion thereof, as applicable, to the holders thereof in connection with the Initial Merger (the date of each such repurchase or settlement, a " ***Convertible Debentures Payment Date*** ") in an amount not to exceed the Convertible Debentures Commitment (the " ***Convertible Debentures Loans*** "), it being understood and agreed that if the Borrower has drawn more of the Convertible Debentures Loans by the 90th day after the Initial Funding Date than are needed to satisfy the payment obligations in respect of Convertible Debentures for which the holders thereof have tendered their notes for repurchase or conversion by the 90th day after the Initial Funding Date, the Borrower shall prepay the Bridge Facility in an amount equal to such excess amount (the " ***Excess Convertible Debentures Loan Amount*** "). Any unused commitments under the Bridge Facility shall terminate on the earliest of (i) the 90 th day following the Initial Funding Date and (ii) the Convertible Debentures Termination Date. Amounts borrowed under the Bridge Facility that are repaid or prepaid may not be reborrowed. If the Remaining Bridge Commitments are greater than $350 million on the Initial Funding Date, such excess amount (the " ***Excess Remaining Commitment*** ") shall terminate on the Initial Funding Date.

AVAILABILITY:

With respect to the Bridge Loans (other than the Convertible Debentures Loans), from the date of effectiveness of the Credit Documentation until the earlier of (i) the End Date (as defined in the Acquisition Agreement as in effect on the date hereof without giving effect to any amendments thereto or consents thereunder), in the event the Acquisition Closing Date has not occurred on or prior to such date and (ii) the Initial Funding Date. With respect to the Convertible Debentures Loans, from the Initial Funding Date until the earlier of (i) the date on which the Convertible Debentures Loan Commitments have been fully drawn and/or the Convertible Debentures Commitments have been terminated in full by the Borrower and (ii) the

date that is the 90th day after the Initial Funding Date (such earlier date, the " ***Convertible Debentures Termination Date*** ").

INITIAL FUNDING DATE: A date to occur on or before the End Date (as defined in the Acquisition Agreement as in effect on the date hereof without giving effect to any amendments thereto or consents thereunder) and substantially concurrently with the Acquisition Closing Date, on which the conditions described under "Conditions Precedent To Each Funding Date" below have been satisfied or waived (the " ***Initial Funding Date*** ").

ADDITIONAL FUNDING DATES: At the Borrower's election, one or more dates (but no more than five dates in the aggregate) to occur after the Initial Funding Date, on or prior to the Convertible Debentures Termination Date, on which the conditions described under "Conditions Precedent To Each Funding Date" below have been satisfied or waived (each, a " ***Convertible Debentures Funding Date*** ," and, together with the Initial Funding Date, the " ***Funding Dates*** " and each, a " ***Funding Date*** ").

MATURITY AND AMORTIZATION: The Bridge Facility shall terminate and all amounts outstanding thereunder shall be due and payable 364 days following the Initial Funding Date and shall require no scheduled amortization.

SECURITY: Substantially the same as the Existing Credit Agreement and to be subject to (i) a customary intercreditor agreement to be mutually agreed upon by the Borrower, the administrative agent with respect to the Existing Credit Agreement and the Administrative Agents and (ii) that certain Fourth Amended and Restated Intercreditor Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) , dated as of November 27, 2013, by and among Bank of America, N.A., as lender's agent, MUFG Bank, Ltd, as administrative agent, SIT Funding Corporation and SYNNEX Corporation.

GUARANTORS: Substantially the same as the Existing Credit Agreement and, on and after the Initial Funding Date, to include each of the Acquired Companies that would be required to become a guarantor of the obligations of the Borrower under the Existing Credit Agreement (giving effect to the Amendment) (collectively, the " ***Guarantors*** " and, together with the Borrower, the " ***Loan Parties*** " and each, a " ***Loan Party*** ").

INTEREST RATE: As set forth in Addendum I.

MANDATORY REPAYMENTS AND COMMITMENT REDUCTIONS: On or prior to the Initial Funding Date, the commitments in respect of the Bridge Facility under the Commitment Letter or under the definitive loan documentation (the " ***Credit Documentation*** "), as applicable, shall be permanently reduced, and after the Initial Funding Date, the Bridge Loans shall be prepaid, in each case, dollar-for-dollar by the following amounts (in each case subject to exceptions to be agreed), in each case, subject to any applicable intercreditor agreement:

(a) 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its subsidiaries (including insurance, casualty and condemnation proceeds), subject to exceptions substantially consistent with the Existing Credit Agreement (giving effect to the Amendment) or as otherwise agreed, including exceptions for asset sales between or among such entities, and subject to the right to reinvest 100% of such proceeds to the extent such proceeds are not subject to the agreed upon exceptions, if such proceeds are reinvested in assets used or useful for their business, including in permitted acquisitions or capital expenditures within 6 months of receipt, which net cash proceeds shall be applied to (x) on or before the 30th day following the date of the Commitment Letter, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility, until the commitments in respect thereof are reduced to zero and (y) after the 30th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof or Bridge Loans outstanding thereunder, as applicable;

(b) 100% of the net cash proceeds received from any issuance or incurrence of debt for borrowed money (including, without limitation, any New Notes, but not the New Term A Facility to the extent covered by clause (d) below), other than (i) any intercompany debt of the Borrower or any of its subsidiaries, (ii) any debt of the Borrower or any of its subsidiaries incurred under the Existing Credit Agreement, (iii) any working capital facilities (including receivables securitization facilities, overdraft facilities or letter of credit facilities) of the Borrower or any of its subsidiaries, (iv) borrowings under or an increase to credit facilities of any foreign subsidiary of the Borrower or such subsidiary's domestic subsidiaries to the extent permitted under the Existing Credit Agreement (giving effect to the Amendment), (v) capital leases or other debt issued or incurred to finance the acquisition of fixed or capital assets, (vi) other debt for borrowed money to be agreed upon, and (vii) any permitted refinancing, replacement, amendment, restatement, amendment and restatement or other modification of any of the foregoing to the extent permitted under the Existing Credit Agreement (giving effect to the Amendment), in each case, which net cash proceeds shall be applied (x) on or before the 30th day following the date of the Commitment Letter, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility, until the commitments in respect thereof are reduced to zero and (y) after the 30th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof or Bridge Loans outstanding thereunder, as applicable;

(c) 100% of the net cash proceeds received from the issuance of equity or equity-linked securities (in an underwritten offering or private placement) by the Borrower or any of its subsidiaries, subject to exceptions and thresholds to be agreed upon including (i) the Borrower Stock Contribution, (ii) equity interests or such other securities issued pursuant to employee stock plans or employee compensation plans or

contributed to pension funds, (iii) equity interests or such other securities issued or transferred as consideration in connection with any acquisition, divestiture or joint venture arrangement, and (iv) equity interests or such other securities issued to the Borrower or any of its subsidiaries, in each case, which net cash proceeds shall be applied to (x) on or before the 30th day following the date of the Commitment Letter, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility, until the commitments in respect thereof are reduced to zero and (y) after the 30th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof or Bridge Loans outstanding thereunder, as applicable;

(d) on the Term Facility Effective Date, the commitments under the executed definitive documentation in respect of the Term Facility shall be applied to (x) on or before the 30th day following the date of the Commitment Letter, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility, until the commitments in respect thereof are reduced to zero and (y) after the 30th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof or Bridge Loans outstanding thereunder, as applicable;

(e) on the Receivables Facility Waiver Effective Date, the commitments in respect of the Bridge Facility shall be reduced by the aggregate principal amount of indebtedness outstanding under the Acquired Company Receivables Facility on the Receivables Facility Waiver Effective Date (excluding, for the avoidance of doubt, any unutilized commitments thereunder), as follows: (x) on or before the 30 th day following the date of this Commitment Letter, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility until the commitments in respect thereof are reduced to zero and (y) after the 30 th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof;

(f)(i) on the Amendment Effective Date, commitments in respect of Tranche B of the Bridge Facility shall be automatically and permanently reduced to zero and (ii) if the Amendment Effective Date fails to occur on or prior to the Initial Funding Date, unused commitments in respect of Tranche B of the Bridge Facility, after giving effect to borrowings thereunder by the Borrower on the Initial Funding Date, shall be automatically and permanently reduced to zero; *provided* , to the extent the Amendment Effective Date occurs after the 30th day following the date of the Commitment Letter but before the Initial Funding Date, then notwithstanding anything to the contrary in this Section, all commitment reductions effected in accordance with the foregoing clauses (a) through (e) shall be applied as if they had occurred prior to the 30th day following the date of the Commitment Letter;

(g) on the Initial Funding Date, the commitments in respect of the Bridge Facility shall be reduced by the Excess Remaining Commitment (if any) and applied to reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments outstanding in respect thereof; and

(h) on the 90 th day following the Initial Funding Date, the Excess Convertible Debentures Loan Amount (if any) shall be applied to prepay each tranche of the Bridge Facility on a pro rata basis based on the amount of Bridge Loans outstanding thereunder.

OPTIONAL PREPAYMENTS AND COMMITMENT REDUCTIONS:

The Borrower may prepay the Bridge Loans in whole or in part at any time without penalty, subject to reimbursement of the Lenders' breakage and redeployment costs in the case of prepayment of LIBOR borrowings. At the Borrower's option, any commitment under the Bridge Facility may be irrevocably canceled in whole or in part at any time prior to the Convertible Debentures Termination Date without penalty.

CONDITIONS PRECEDENT TO EACH FUNDING DATE:

Subject to the Limited Conditionality Provisions in all respects, each Funding Date of the Bridge Facility will be subject only to satisfaction

of the conditions precedent set forth in Exhibit D of the Commitment Letter.

DOCUMENTATION: Subject to the Limited Conditionality Provisions in all respects, for purposes hereof including the Commitment Letter and all attachments thereto, the Credit Documentation shall contain only the representations, warranties, covenants and events of default set forth in this Term Sheet, and the term "substantially the same as the Existing Credit Agreement" and words of similar import means substantially the same as the Existing Credit Agreement with modifications (a) as are necessary to reflect the terms specifically set forth in the Commitment Letter (including the exhibits thereto) (including the nature of the Bridge Facility as a bridge) and the Fee Letter, (b) to reflect any changes in law or accounting standards since the date of the Existing Credit Agreement, (c) to reflect the operational or administrative requirements of the Administrative Agents as reasonably agreed by the Borrower in good faith, (d) to reflect the modifications to the terms of the Existing Credit Agreement as set forth herein and (e) to accommodate the structure of the Acquisition and the operational and strategic requirements of the Borrower and its subsidiaries (including as to the operational and strategic requirements of the Acquired Companies), particularly in light of the industries, businesses, business practices of the Borrower, the Acquired Company and their respective subsidiaries, the Borrower's proposed business plan and the disclosure schedules to the Acquisition Agreement to the extent such accommodations are applied to the Existing Credit Agreement following effectiveness of the Amendment. The Tranches of the Bridge Facility may be documented as tranches under a single credit facility or as two separate credit facilities, in each case, as agreed among the Borrower and the Administrative Agents . If agreed among the Borrower and the Lead Arrangers, the Credit Documentation for the Bridge Facility may be entered into prior to the closing of the Acquisition, in which case the Credit Documentation will contain customary provisions to be agreed (including customary limited conditionality period provisions) to reflect a different date for the effectiveness of the Credit Documentation and the initial funding date thereunder.

REPRESENTATIONS AND WARRANTIES: Substantially the same as those in the Existing Credit Agreement (giving effect to the Amendment) (modified as appropriate for the Transactions), and limited to: (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, material contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and no material adverse effect; (vi) no material litigation; (vii) no default; (viii) title to property free and clear of liens, other than permitted liens; (ix) insurance policies; (x) environmental matters; (xi) tax matters; (xii) ERISA compliance; (xiii) identification of subsidiaries, equity interests and loan parties as of the Initial Funding Date; (xiv) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xv) status under Investment Company Act; (xvi) accuracy of disclosure; (xvii) compliance with laws; (xviii) intellectual property; (xix) solvency; (xx) perfection information and collateral documents; (xxi)

OFAC and anti-corruption matters; and (xxii) Patriot Act (in each case, subject to materiality qualifiers, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

COVENANTS: Substantially the same as those in the Existing Credit Agreement giving effect to the Amendment (modified as appropriate for the Transactions) and limited to:

(a) Affirmative Covenants – (i) delivery of financial statements and annual forecasts; (ii) delivery of compliance certificates and other information; (iii) delivery of notices (of any default, material adverse condition, ERISA event or material change in accounting or financial reporting practices); (iv) payment of obligations; (v) preservation of existence; (vi) maintenance of properties; (vii) maintenance of insurance; (viii) compliance with laws; (ix) maintenance of books and records; (x) inspection rights; (xi) use of proceeds; (xii) covenant to guarantee obligations and give security; and (xiii) further assurances as to perfection and priority of security (in each case, subject to materiality qualifiers, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

(b) Negative Covenants – Restrictions on (i) liens; (ii) indebtedness including guarantees and other contingent obligations; (iii) investments including loans and advances and acquisitions; (iv) mergers and other fundamental changes; (v) sales and other dispositions of property or assets; (vi) payments of dividends and other distributions; (vii) changes in the nature of business; (viii) transactions with affiliates; (ix) burdensome agreements; (x) use of proceeds; (xi) amendments of organizational documents; (xii) prepayments of other indebtedness; (xiii) modification or termination of documents related to certain indebtedness; (xiv) OFAC sanctioned activities and anti-corruption matters; (xv) sale leasebacks; (xvi) permitted securitization transaction; and (xvii) ownership of subsidiaries (in each case, subject to baskets, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

FINANCIAL COVENANTS: Limited to the following:

(a) Maximum Consolidated Leverage Ratio (funded debt / EBITDA) of 4.25:1.00, with a step-down to 4.00:1.00 after the fifth full fiscal quarter following the Initial Funding Date (the " ***Leverage Covenant*** "); *provided* that, notwithstanding the foregoing, the Leverage Covenant level shall be no higher than the level of the corresponding financial covenant set forth in Section 8.11(a) of the Existing Credit Agreement (giving effect to the Amendment); and

(b) Minimum Consolidated Interest Coverage Ratio (EBITDA / interest expense) of 3.50:1.00.

EVENTS OF DEFAULT: Substantially the same as those set forth in the Existing Credit Agreement (giving effect to the Amendment) and limited to the following: (i)

nonpayment of principal, interest, fees or other amounts; (ii) failure to perform or observe covenants set forth in the Credit Documentation within a specified period of time, where customary and appropriate, after such failure; (iii) any representation or warranty proving to have been incorrect in any material respect when made or confirmed; (iv) cross-default to other indebtedness in excess of a specified threshold amount; (v) bankruptcy and insolvency defaults (with grace period for involuntary proceedings); (vi) inability to pay debts; (vii) monetary judgment defaults in excess of a specified threshold amount and material nonmonetary judgment defaults; (viii) customary ERISA defaults; (ix) actual or asserted invalidity or impairment of any loan document; (x) change of control; and (xi) invalidity of subordination provisions (in each case, subject to baskets, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

ASSIGNMENTS AND PARTICIPATIONS:

Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Bridge Facility in a minimum amount equal to $1 million.

Consents : The consent of the Borrower will be required unless (i) an event of default has occurred and is continuing or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the Credit Documentation); provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the applicable Administrative Agent within five business days after having received notice thereof. The consent of the applicable Administrative Agent will be required for any assignment of any outstanding Bridge Loan to an entity that is not a Lender, an affiliate of a Lender or an Approved Fund.

Assignments Generally : An assignment fee in the amount of $3,500 will be charged with respect to each assignment unless waived by the applicable Administrative Agent in its sole discretion. Each Lender will also have the right, without consent of the Borrower or the applicable Administrative Agent, to assign as security all or part of its rights under the Credit Documentation to any Federal Reserve Bank.

Participations : Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate, maturity date and releases of all or substantially all of the collateral securing the Bridge Facility or all or substantially all of the value of the guaranties of the Borrower's obligations made by the Guarantors.

WAIVERS AND AMENDMENTS:

Amendments and waivers of the provisions of the loan agreement and other definitive credit documentation will require the approval of Lenders holding Bridge Loans and commitments representing more than 50% of the aggregate amount of the Bridge Loans and commitments under the Bridge Facility (the " ***Required Lenders*** "), except that (a) the consent of

each Lender shall be required with respect to (i) the amendment of certain of the pro rata sharing provisions, (ii) the amendment of the voting percentages of the Lenders, (iii) the release of all or substantially all of the collateral securing the Bridge Facility and (iv) the release of all or substantially all of the value of the guaranties of the Borrower's obligations made by the Guarantors, and (b) the consent of each Lender affected thereby shall be required with respect to (i) increases or extensions in the commitment of such Lender, (ii) reductions of principal, interest or fees, and (iii) extensions of scheduled maturities or times for payment.

INDEMNIFICATION: Substantially the same as the Existing Credit Agreement.

GOVERNING LAW: The State of New York.

PRICING/FEES/ EXPENSES: As set forth in Addendum I.

COUNSEL TO THE ADMINISTRATIVE AGENTS AND LEAD ARRANGERS: Davis Polk & Wardwell LLP.

ADDENDUM I

PRICING, FEES AND EXPENSES

INTEREST RATES : At the Borrower's option, any Bridge Loan that is made to it will bear interest at a rate equal to (i) LIBOR plus the Applicable Margin, or (ii) the Alternate Base Rate (to be defined as the highest of (a) the prime rate, (b) the Federal Funds rate plus 0.50% and (c) a daily rate equal to one-month LIBOR plus 1.00%) plus the Applicable Margin less 1.00%. Notwithstanding anything to the contrary contained herein, if LIBOR or the Alternate Base Rate shall be less than zero, such rate shall be deemed zero for purposes of the Bridge Facility. The Borrower may select interest periods of one, two, three or six months for LIBOR loans or, upon consent of all of the Lenders under the Bridge Facility, such other period, subject to availability. Interest shall be payable at the end of the selected interest period, but no less frequently than quarterly. During the continuance of any default under the Credit Documentation, the Applicable Margin on obligations owing under the Credit Documentation shall increase by 2% per annum (subject, in all cases other than a default in the payment of principal when due, to the request of the Required Lenders).

LIBOR SUCCESSOR RATE: The Credit Documentation will contain customary language to permit the establishment of a successor rate to LIBOR in the event that the Administrative Agents, the Borrower or the Required Lenders have determined that LIBOR is no longer available.

UNDRAWN COMMITMENT FEES AND APPLICABLE MARGIN: The Borrower will pay (or to cause to be paid) to each Lender in respect of the Bridge Facility, for its own account, a fee with respect to the undrawn amount of the Convertible Debentures Commitment at the rate per annum (calculated on the basis of the actual number of days elapsed in a 360-day year) (the " ***Commitment Fee Rate*** ") determined in accordance with the pricing grid below. Such undrawn commitment fee shall begin to accrue from and including the Initial Funding Date and be payable to each such Lender on the Convertible Debentures Termination Date.

The Applicable Margin for LIBOR loans and Alternate Base Rate loans and the Commitment Fee Rate shall be, at any time, the applicable rate per annum set forth in the applicable table below with respect to Tranche A of the Bridge Facility and Tranche B of the Bridge Facility opposite the Consolidated Leverage Ratio (as defined in the Existing Credit Agreement) as set forth in the most recent compliance certificate received by the Administrative Agent pursuant to the Credit Documentation in respect of the first reporting period ending after the Initial Funding Date (the " ***Initial Compliance Certificate*** "); *provided* that, prior to the date of the Initial Compliance Certificate, the Applicable Margin and the Commitment Fee Rate shall be set at Level III.

Applicable Margin for Tranche A of the Bridge Facility				
	Consolidated Leverage Ratio			
Period	**Level I** <2.00:1.00	**Level II** ≥2.00:1.00 but < 2.75:1.00	**Level III** ≥2.75:1.00 but < 3.50:1.00	**Level IV** ≥3.50:1.00
Initial Funding Date until 89 days following the Initial Funding Date	125.0 bps	137.5 bps	150.0 bps	175.0 bps
90th day following the Initial Funding Date until 179th day following the Initial Funding Date	150.0 bps	162.5 bps	175.0 bps	200.0 bps
180th day following the Initial Funding Date until 269th day following the Initial Funding Date	175.0 bps	187.5 bps	200.0 bps	225.0 bps
From and after the 270th day following the Initial Funding Date	200.0 bps	212.5 bps	225.0 bps	250.0 bps

Applicable Margin for Tranche B of the Bridge Facility				
	Consolidated Leverage Ratio			
Period	**Level I** <2.00:1.00	**Level II** ≥2.00:1.00 but < 2.75:1.00	**Level III** ≥2.75:1.00 but < 3.50:1.00	**Level IV** ≥3.50:1.00
Initial Funding Date until 89 days following the Initial Funding Date	125.0 bps	150.0 bps	175.0 bps	200.0 bps
90th day following the Initial Funding Date until 179th day following the Initial Funding Date	150.0 bps	175.0 bps	200.0 bps	225.0 bps
180th day following the Initial Funding Date until 269th day following the Initial Funding Date	175.0 bps	200.0 bps	225.0 bps	250.0 bps
From and after the 270th day following the Initial Funding Date	200.0 bps	225.0 bps	250.0 bps	275.0 bps

Commitment Fee Rate		
1. Level	**Consolidated Leverage Ratio**	**Commitment Fee Rate (bps)**
I	<2.00:1.00	15.0
II	≥2.00:1.00 but < 2.75:1.00	17.5
III	≥2.75:1.00 but < 3.50:1.00	20.0
IV	≥3.50:1.00	25.0

DURATION FEES: The Borrower will pay, on each applicable date, a fee for the ratable benefit of the Lenders, in an amount equal to the applicable percentage set forth in the table below of the aggregate principal amount of the Bridge Loans outstanding on such date.

Date	
90 th day following the Initial Funding Date	50.0 bps
180th day following the Initial Funding Date	75.0 bps
270th day following the Initial Funding Date	100.0 bps

CALCULATION OF INTEREST AND FEES: Other than calculations in respect of interest at the prime rate (which shall be made on the basis of actual number of days elapsed in a 365/366 day year), all calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year.

COST AND YIELD PROTECTION: Substantially the same as the Existing Credit Agreement.

EXPENSES: Substantially the same as the Existing Credit Agreement.

SUMMARY OF AMENDMENT TERMS

Capitalized terms not otherwise defined in the Commitment Letter to which this Exhibit C is attached are used as defined in the Existing Credit Agreement.

1. Permit (x) the incurrence of additional indebtedness in connection with the Transactions, which may be secured on a pari passu basis with the Obligations (as defined in the Existing Credit Agreement); *provided* that the aggregate principal amount of indebtedness under this clause (x) shall not exceed $1.8 billion at any time and (y) indebtedness in respect of the Convertible Debentures, including indebtedness with respect to obligations to repurchase or otherwise settle such Convertible Debentures upon the tender for repurchase or conversion thereof, as applicable.

CONDITIONS PRECEDENT TO EACH FUNDING DATE

Capitalized terms used but not otherwise defined in this Exhibit D shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit D is attached. The funding of the Bridge Facility will be subject to satisfaction of the following additional conditions precedent:

(i) The definitive agreement with respect to the Acquisition, the Agreement and Plan of Merger dated as of June 28, 2018, among the Borrower, Merger Sub I, Merger Sub II and the Acquired Company (including all schedules and exhibits thereto, the "***Acquisition Agreement***") shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in a manner that is materially adverse to the Commitment Parties without the prior written consent of the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned); it being understood and agreed that (a) any decrease in the purchase price of less than 10% shall not be materially adverse to the interests of the Commitment Parties so long as the portion of such decrease relating to the cash portion of the purchase price (or all of such decrease if such decrease relates solely to the cash portion of the purchase price) is allocated to (x) on or before the 30 th day following the date of the Commitment Letter, reduce Tranche A of the Bridge Facility and (y) after the 30 th day following the date of the Commitment Letter, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of commitments in respect thereof outstanding thereunder, in each case, on a dollar-for-dollar basis, (b) any increase in the cash portion of the purchase price that is equal to or exceeds 10% of the purchase price shall be deemed materially adverse to the Commitment Parties, (c) any increase in the Borrower Stock Contribution of the consideration shall not be deemed materially adverse to the Commitment Parties, and (d) any amendment, modification, waiver or consent that results in a change to the definition of the term "Company Material Adverse Effect" (as defined in the Acquisition Agreement as in effect on the date hereof) shall be deemed to be materially adverse to the Commitment Parties). The Acquisition shall have been, or shall substantially concurrently with the funding of the Bridge Facility be, consummated in all material respects in accordance with the terms of the Acquisition Agreement, as such terms may be altered, amended or otherwise changed, supplemented, waived or consented to in accordance with the immediately preceding sentence.

(ii) The Acquisition Agreement Representations shall be true and correct in all material respects to the extent provided in Section 5 of the Commitment Letter, and the Specified Representations shall be true and correct in all material respects.

(iii) Subject to the Limited Conditionality Provisions in all respects, the Borrower and each other Loan Party party thereto shall have executed and delivered the Credit Documentation and the Lenders shall have received (a) satisfactory opinions of counsel to the Borrower (which shall cover, among other things, authority, legality, validity, binding effect and enforceability of the documents for the Bridge Facility and creation and perfection of the liens granted thereunder on the collateral) and of appropriate local counsel and such corporate resolutions, certificates and other customary closing documents as the Administrative Agents shall reasonably require and (b) satisfactory evidence that the Administrative Agents (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the Credit Documentation and the applicable intercreditor agreements) lien and security interest in the collateral.

(iv) The Lead Arrangers and the Lenders shall have received: (A) audited consolidated balance sheets of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows, for each of the three most recently completed fiscal years ended at least 90 days before the Initial Funding Date, including, an unqualified audit report thereon; (B) as soon as available and in any event within 45 days after the end of each subsequent fiscal quarter, an unaudited consolidated balance sheet of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the elapsed interim period following the last completed fiscal year and for the comparable periods of the prior fiscal year (the " ***Quarterly Financial Statements*** "); and (C) pro forma consolidated balance sheet and related consolidated statement of income or operations of the Borrower for the last completed fiscal year and for the latest interim period covered by the Quarterly Financial Statements, in each case after giving effect to the Transactions (the " ***Pro Forma Financial Statements*** "), promptly after the historical financial statements for such periods are available, all of which financial statements shall be prepared in accordance with generally accepted accounting principles in the United States and meet the requirements of Regulation S-X under the Securities Act and all other accounting rules and regulations of the Securities and Exchange Commission promulgated thereunder applicable to a registration statement under the Securities Act on Form S-3; *provided* , that financial statements of the Acquired Company and Pro Forma Financial Statements shall only be provided to the extent required by Rule 3-05 and Article 11 of Regulation S-X; *provided, further* , that the Borrower's and the Acquired Company's public filing of any required financial statements with the U.S. Securities and Exchange Commission shall satisfy the requirements of clauses (A) and (B) of this paragraph (iv).

(v) All fees due to the Administrative Agents, the Lead Arrangers and the Lenders required by the Commitment Letter or the Fee Letter to have been paid on or prior to each Funding Date shall have been paid, and all expenses to be paid or reimbursed to the Administrative Agents and the Lead Arrangers that have been invoiced at least three business days prior to such Funding Date shall have been paid.

(vi) With respect to the Initial Funding Date, the Lead Arrangers shall have received satisfactory evidence of the substantially concurrent consummation of the Refinancing (other than with respect to the Convertible Debentures).

(vii) The Borrower shall have engaged one or more investment banks reasonably satisfactory to the Lead Arrangers to privately place the New Notes. The Lead Arrangers confirm that the investment banks engaged by the Borrower on or about the date hereof are reasonably satisfactory to them.

(viii) The Lead Arrangers shall have received a solvency certificate from the chief financial officer of the Borrower in the form attached as Annex I hereto, certifying that the Borrower and its subsidiaries, on a consolidated basis after giving effect to the Transactions, are solvent.

(ix) To the extent reasonably requested by the Commitment Parties at least 10 business days in advance of the Initial Funding Date, the Loan Parties shall have provided the documentation and other information to the Administrative Agents that are required by regulatory authorities under applicable "know-your-customer" rules and regulations, including the USA Patriot Act, at least three business days prior to the Initial Funding Date.

(x) Since January 1, 2018, there shall not have occurred or come into existence and be continuing a Company Material Adverse Effect (as defined in the Acquisition Agreement dated as of the date hereof without giving effect to any amendment thereof or consent thereunder).

ANNEX I

FORM OF
SOLVENCY CERTIFICATE

[ ], 20__

This Solvency Certificate is delivered pursuant to Section [ ] of the Credit Agreement dated as of [ ], 20__, among [ ] (the " ***Credit Agreement*** "). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned hereby certifies, solely in his capacity as an officer of the Borrower and not in his individual capacity, as follows:

1. I am the Chief Financial Officer of the Borrower. I am familiar with the Transactions, and have reviewed the Credit Agreement, financial statements referred to in Section [ ] of the Credit Agreement and such documents and made such investigation as I have deemed relevant for the purposes of this Solvency Certificate.

2. As of the date hereof, immediately after giving effect to the consummation of the Transactions, on and as of such date (i) the fair value of the assets of the Borrower and its subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and its subsidiaries on a consolidated basis; (ii) the present fair saleable value of the property of the Borrower and its subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and its subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured in their ordinary course; (iii) the Borrower and its subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured in their ordinary course; and (iv) the Borrower and its subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Initial Funding Date.

3. As of the date hereof, immediately after giving effect to the consummation of the Transactions, the Borrower does not intend to, and the Borrower does not believe that it or any of its subsidiaries will, incur debts beyond its ability to pay such debts as they mature in the ordinary course of business, taking into account the timing and amounts of cash to be received by it or any such subsidiary and the timing and amounts of cash to be payable on or in respect of its debts or the debts of any such subsidiary.

This Solvency Certificate is being delivered by the undersigned officer only in his capacity as Chief Financial Officer of the Borrower and not individually and the undersigned shall have no personal liability to the Administrative Agents or the Lenders with respect thereto.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate on the date first written above.

[BORROWER]

By: _____

Name:

Title: Chief Financial Officer

Exhibit 99.1

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this " Agreement "), dated as of June 28 , 2018, is entered into by and between SYNNEX Corporation, a Delaware corporation (" Parent "), and each of the undersigned shareholders (each, a " Shareholder ") of Convergys Corporation, an Ohio corporation (the " Company ").

WHEREAS, on the terms and subject to the conditions of the Agreement and Plan of Merger (as the same may be amended, supplemented or modified, the " Merger Agreement "), dated as of the date hereof, by and among the Company, Parent, Delta Merger Sub I, Inc. (" Merger Sub I ") and Delta Merger Sub II, LLC, the Company will be merged with and into Merger Sub I, with the Company as the surviving corporation (the " Initial Merger ");

WHEREAS, as of the date of this Agreement, the Shareholders own beneficially or of record, and have the power to vote or direct the voting of, certain shares of common stock, no par value, of the Company (the " Company Common Shares "); and

WHEREAS, as a condition and inducement for Parent to enter into the Merger Agreement, Parent has required that each Shareholder, in his or her capacity as a shareholder of the Company, enter into this Agreement, and the Shareholders have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions** . Capitalized terms not defined in this Agreement have the meanings assigned to those terms in the Merger Agreement.

2. **Effectiveness; Termination** . This Agreement shall be effective upon execution by all parties hereto. This Agreement, and all obligations, terms and conditions contained herein, shall automatically terminate without any further action required by any person upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms, (b) the Effective Time and (c) a Company Adverse Recommendation Change. In addition to the foregoing, this Agreement may be terminated with respect to any Shareholder (i) by written consent of the Parent and such Shareholder, or (ii) upon written notice to Parent by such Shareholder at any time following the making of any change, by amendment, waiver or other modification to any provision of the Merger Agreement that decreases the amount or changes the form of the Merger Consideration. Notwithstanding the foregoing, this Section 2 and Sections 13 through 19 hereof shall survive any such termination.

3. **Voting Agreement** . From the date hereof until the termination of this Agreement in accordance with its terms (the " Support Period "), each Shareholder irrevocably and unconditionally hereby agrees that at any meeting (whether annual or special and each postponement, recess, adjournment or continuation thereof) of the Company's shareholders,

however called, and in connection with any written consent of the Company's shareholders, such Shareholder shall (i) appear at such meeting or otherwise cause all of his or her Existing Shares (as defined below), and all other Company Common Shares over which he or she has acquired beneficial or record ownership and the power to vote or direct the voting thereof after the date hereof and prior to the applicable record date (together with the Existing Shares, the " Shares ") to be counted as present thereat for purposes of calculating a quorum, and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all of his or her Shares: (A) in favor of the adoption of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Mergers, (B) in favor of any proposal to adjourn or postpone such meeting of the Company's shareholders to a later date if there are not sufficient votes to approve the Merger Agreement and in favor of any advisory, non-binding compensation proposal set forth in the Joint Proxy Statement/Prospectus and submitted to the shareholders of the Company in connection with the Mergers, (C) against any action or proposal in favor of a Company Takeover Proposal, (D) against any action or proposal that could reasonably be expected to interfere with or delay the timely consummation of the Mergers and (E) against any amendments to the Company Organizational Documents if such amendment would reasonably be expected to prevent or delay the consummation of the Closing. Each Shareholder covenants and agrees that, except for this Agreement, he or she has not entered into, and shall not enter into during the Support Period, any voting agreement or voting trust with respect to his or her Shares.

4. **Proxy** . During the Support Period, each Shareholder hereby irrevocably and unconditionally grants to, and appoints, Parent or any designee of Parent as such Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Shareholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the Shares as of the applicable record date in accordance with Section 3 ; provided that each Shareholder's grant of the proxy contemplated by this Section 4 shall be effective if, and only if, such Shareholder has not delivered to the Company prior to the meeting at which any of the matters described in Section 3 are to be considered, a duly executed irrevocable proxy card directing that all of his or her Shares be voted in accordance with Section 3 ; provided , further , that any grant of such proxy shall only entitle Parent or its designee to vote on the matters specified by Section 3 , and each Shareholder shall retain the authority to vote on all other matters. Each Shareholder hereby represents that any proxies heretofore given in respect of his or her Shares with respect to the matters specified by Section 3 , if any, are revocable, and hereby revokes all other proxies. Each Shareholder hereby affirms that the irrevocable proxy set forth in this Section 4 , if it becomes effective, is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Shareholder under this Agreement. The parties hereby further affirm that the irrevocable proxy, if it becomes effective, is coupled with an interest and is intended to be irrevocable until the termination of this Agreement, at which time it will terminate automatically. If for any reason any proxy granted herein is not irrevocable and is revoked after it becomes effective, then the Shareholder agrees, until the termination of this Agreement, to vote the Shares in accordance with Section 3 . The parties agree that the foregoing is a voting agreement.

5. **Transfer Restrictions Prior to the Initial Merger** . Each Shareholder hereby agrees that he or she will not, during the Support Period, without the prior written consent of Parent, sell, transfer, assign, pledge, give, tender in any tender or exchange offer or similarly dispose of any of his or her Shares, or any interest therein, including the right to vote any of his or her Shares, as applicable (a " Transfer "); provided , that a Shareholder may (i) Transfer his or her Shares for estate planning or philanthropic purposes so long as the transferee, prior to the date of Transfer, agrees in a signed writing to be bound by and comply with the provisions of this Agreement, in which case such Shareholder shall remain responsible for any breach of this Agreement by such transferee, or Transfer his or her Shares at such Shareholder's death pursuant to Law or such Shareholder's estate plan (provided , that the transferee agrees in a signed writing to be bound by and comply with the provisions of this Agreement) or (ii) surrender his or her Shares to the Company in connection with the vesting, settlement or exercise of Company Equity Awards to satisfy any withholding for the payment of taxes incurred in connection with such vesting, settlement or exercise, or, in respect of Company Options, the exercise price thereon.

6. **Representations of the Shareholder** . Each Shareholder represents and warrants to Parent as follows: (a) such Shareholder has full legal right, capacity and authority to execute and deliver this Agreement, to perform such Shareholder's obligations hereunder and to consummate the transactions contemplated hereby; (b) this Agreement has been duly and validly executed and delivered by such Shareholder and constitutes a valid and legally binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, and no other action is necessary to authorize the execution and delivery of this Agreement by such Shareholder or the performance of his or her obligations hereunder; (c) the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law or require any authorization, consent or approval of, or filing with, any Governmental Entity or require any consent of such Shareholder's spouse that are necessary under any "community property" or other laws ; (d) such Shareholder beneficially owns , has good and marketable title to, and has the power to vote or direct the voting of the Company Common Shares set forth on **Schedule A** (the " Existing Shares ") ; and (e) such Shareholder beneficially owns his or her Shares free and clear of any proxy, voting restriction, adverse claim or other Lien (other than any restrictions under applicable federal or state securities laws) that would prevent such Shareholder's performance of its his or her obligations under this Agreement. As used in this Agreement, the terms " beneficial owner ," " beneficially own " and " beneficial ownership " shall have the meaning set forth in Rule 13d-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended .

7. **Non-solicitation** . Each Shareholder acknowledges and agrees that such Shareholder has received a copy of the Merger Agreement, has read the provisions set forth in Section 5.4 thereof and all related sections and understands the obligations of the directors and officers of the Company thereunder .

8. **Waiver of Appraisal Rights**. Each Shareholder hereby irrevocably and unconditionally waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Initial Merger that such Shareholder may have.

9. **Publicity**. Each Shareholder hereby authorizes Parent and the Company to publish and disclose in any announcement or disclosure in connection with the Mergers, including in the Joint Proxy Statement/Prospectus or any other filing with any Governmental Entity made in connection with the Mergers, such Shareholder's identity and ownership of his or her Shares and the nature of such Shareholder's obligations under this Agreement. Each Shareholder agrees to notify Parent as promptly as reasonably practicable of any inaccuracies or omissions in any information relating to such Shareholder that is so published or disclosed.

10. **Entire Agreement**. This Agreement and the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, other than, with respect to any employment agreement between such Shareholder and the Company, Parent or their respective affiliates. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person not a party to this Agreement any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Parent acknowledges and agrees that, except as expressly provided herein, nothing in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the applicable Shareholder, and Parent shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct such Shareholder in the voting of any of the Shares, except as otherwise expressly provided herein. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or other like relationship between the parties.

11. **Assignment**. This Agreement shall not be assigned by operation of law or otherwise and shall be binding upon and inure solely to the benefit of each party hereto.

12. **Specific Enforcement**. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and accordingly (a) the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, in each case in the Chosen Courts, this being in addition to any other remedy to which they are entitled at law or in equity, (b) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (c) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at law.

13. **Governing Law and Enforceability**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to any choice

or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

In addition, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, each of the parties hereto consents in writing to the fullest extent permitted by law, to the sole and exclusive forum of the Chosen Courts.

Each party agrees that service of process upon such party in any such claim, action or proceeding shall be effective if notice is given in accordance with Section 14 .

14. **Notice** . All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon personal delivery to the party to be notified; (b) when received when sent by email or facsimile by the party to be notified; provided , that notice given by email or facsimile shall not be effective unless either (i) a duplicate copy of such email or fax notice is promptly given by one of the other methods described in this Section 14 or (ii) the receiving party delivers a written confirmation of receipt for such notice either by email or fax or any other method described in this Section 14 ; or (c) when delivered by a courier (with confirmation of delivery); if to a Shareholder, to the address set forth with respect to such Shareholder in **Schedule A** hereto, and if to Parent, to the address set forth in Section 8.7 of the Merger Agreement.

15. **Severability** . Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

16. **Amendments; Waivers** . At any time prior to a termination of this Agreement pursuant to Section 2 , any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, (a) in the case of an amendment, by Parent and each Shareholder, and (b) in the case of a waiver, by the party against whom the waiver is to be effective . Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

17. **Waiver of Jury Trial** . EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. **No Representative Capacity** . Notwithstanding anything to the contrary herein, this Agreement applies solely to each Shareholder in his or her individual capacity as a shareholder, and, to the extent the Shareholder serves as a member of the board of directors or officer of the Company or as a fiduciary for others, nothing in this Agreement shall limit

or affect any actions or omissions taken by a Shareholder in such Shareholder's capacity as a director or officer or as a fiduciary for others, including in exercising rights under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or shall be construed to prohibit, limit or restrict a Shareholder from discharging such Shareholder's duties as a director or officer or as a fiduciary for others.

19. **Counterparts** . The parties may execute this Agreement in one or more counterparts, including by facsimile or other electronic signature. All the counterparts will be construed together and will constitute one Agreement.

[*Signature pages follow*]

SIGNED as of the date first set forth above:

SYNNEX CORPORATION

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, General Counsel
and Corporate Secretary

SHAREHOLDER:

/s/ Andrea J. Ayers
Andrea J. Ayers

SHAREHOLDER:

/s/ Cheryl K. Beebe
Cheryl K. Beebe

SHAREHOLDER:

/s/ Richard R. Devenuti
Richard R. Devenuti

SHAREHOLDER:

/s/ Jeffrey H. Fox
Jeffrey H. Fox

SHAREHOLDER:

/s/ Joseph E. Gibbs
Joseph E. Gibbs

SHAREHOLDER:

/s/ Joan E. Herman
Joan E. Herman

SHAREHOLDER:

/s/ Robert E. Knowling, Jr.
Robert E. Knowling, Jr.

SHAREHOLDER:

/s/ Thomas L. Monahan III
Thomas L. Monahan III

SHAREHOLDER:

/s/ Ronald L. Nelson
Ronald L. Nelson

SHAREHOLDER:

/s/ Andre S. Valentine
Andre S. Valentine

SCHEDULE A

Shareholder Information

Existing Shares	Name and Address for Notices
228,122	**Andrea J. Ayers** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
9,654	**Cheryl K. Beebe** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
23,562	**Richard R. Devenuti** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
620,195 (includes 315,000 Common Shares held indirectly as to which Mr. Fox disclaims beneficial ownership)	**Jeffrey H. Fox** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
5,195	**Joseph E. Gibbs** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
33,612	**Joan E. Herman** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
0	**Robert E. Knowling, Jr.** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
38,594	**Thomas L. Monahan III** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
44,658	**Ronald L. Nelson** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
78,466	**Andre S. Valentine** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202

Concentrix Client Communication

Dear xxx (Client Name)

These are exciting times! As our valued client, I wanted to personally tell you that today Concentrix has announced a definitive agreement to acquire Convergys and on closing plan to integrate it with Concentrix. Convergys has a long history of being a pioneer in this space. They have exceptional talent and capabilities that when combined with Concentrix will help us be a better partner for you.

We've listened to what you've told us, we understand the challenges you face and we know that you are looking to have fewer, more robust global partners that deliver more value, thought leadership and innovative solutions, faster, on a global footprint. The pace of change in customer experience requires constant innovation and service transformation, and we are committed to providing that to you. We want to help you future-proof your business and become more differentiated in your marketplace.

When this transaction closes, pending regulatory approvals and shareholder vote, Concentrix will have increased our global pool of great talent with remarkable credentials and experience. We will be able to provide you deeper vertical expertise, more technology infused innovations, enhanced digital transformation and additional industry-tuned best practices. Our geographic options to support your global customer base will be enhanced to service delivery in 70 languages, from ~40 countries across 6 continents. The velocity, flexibility, expertise and passion of Concentrix with the additional expertise, unique services and further capabilities of Convergys is focused on delivering value to you and improving your business.

Until the close of this transaction, both companies will operate independent of each other in all respects. It is business as usual. We expect the close will be by end of calendar year 2018. As the close draws near we will reach out to you with important updates. Until then please don't hesitate to contact us if you have any questions.

We view this strategic acquisition as an investment in our ability to enhance our partnership with you and will continue to provide the solutions and services that greatly impact your business.

As always, we continue to be incredibly grateful for your business and remain 100% committed to delivering the innovation and value you rely on.

Many thanks for your continued support,

Chris

@CNXPresident

Additional Information and Where to Find It
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Concentrix Client FAQs

Purpose of this document: FAQs for sales to communicate with Concentrix Clients

THIS IS NOT INTENDED TO BE A SOLICITATION FOR SUPPORT OF THIS TRANSACTION. FOR FULL DISCLOSURE PLEASE SEE PRESS RELEASE

1. **What are we announcing today?**

   Convergys and SYNNEX announced today a definitive agreement in which SYNNEX will acquire Convergys, which, at some point after closing, will be rebranded and integrated with its services division, Concentrix.

   The transaction is expected to close by end of calendar year 2018.

   The acquisition of Convergys will advance Concentrix' position in the industry to one of the top leaders in the customer engagement space.

2. **Who is Convergys?**

   Convergys is a world leader in customer experience outsourcing and is a strategic complement to our own Concentrix business. They infuse innovation, insights, and operational excellence to make customer experience great.

   Convergys delivers services in 58 languages, from more than 150 locations in 30 countries and has revenues of more than $2.7B.

3. **How will this change benefit you, our valued client?**

   We will be combining two great, industry-leading companies who have the passion, commitment, and capabilities to create next generation experiences and next generation business improvements globally, at scale, in 70 languages, from ~40 countries, across all 6 continents.

   This transaction:
   - Enhances and expands Concentrix' geographic footprint to one of the most robust in the industry
     - 19 Languages added
     - 12 New countries to Concentrix:
       - France, Germany, Hungary, Italy, Netherlands, Sweden,
       - Dominican Republic, El Salvador, Honduras
       - Tunisia, Mauritius
       - Egypt
   - Strengthens our expertise and capabilities in key strategic verticals – particularly: Banking & Financial Services, Healthcare, Technology, and Automotive
   - Increases the pool of exceptional global talent
     - Combined we will have more than 6000+ Six Sigma, COPC, Data Scientist credentialed staff
   - Improves operational excellence

We view this transaction as a highly strategic investment in our ability to enhance the capabilities we can bring to you to help further future-proof your business by improving customer experience, customer loyalty, revenue & profits, and helping you to stay relevant, current, & differentiated in your market place.

We will reach out to discuss benefits and other information as soon as we can, however until close of the transaction, both companies will operate independently in all respects. It is business as usual until close.

4. **What are the stats of Convergys today?**
    a. 115,000 staff
    b. 265 clients
    c. 9 verticals
    d. 58 Languages
    e. 150 locations
    f. 30 countries
    g. 6 Continents
    h. 20 years of experience

5. **What will be the stats of the combined business once the transaction closes?**
    - $4.6B Revenue
    - 225,000 staff
    - 650+ clients
    - 10 verticals
    - 70 languages
    - 275+ locations
    - ~40 countries
    - 6 Continents
    - 34 years of experience

6. **Why is SYNNEX/Concentrix buying Convergys?**

The acquisition of Convergys aligns with SYNNEX/Concentrix stated strategy and complements Concentrix' value offering.

We believe the robust geographic reach, enhanced, operational excellence and additional thought leadership and talent are what our clients would like to see.

Clients continue to want fewer robust partners that are highly strategic and progressive while at the same time can execute the tactical flawlessly.

The combination of Convergys and Concentrix brings together two of the best organizations that complement each other exceptionally well and add incredible capabilities and value to our clients.

We believe the robust geographic reach, enhanced, exceptional operational excellence and additional thought leadership and talent are what our clients would like to see.

7. **What will be involved in this change?**

You are extremely important to us and we will remain heavily invested and focused on providing you superior results.

Until the close of this transaction, the businesses must operate independently… everything remains business as usual. After close of this transaction the only change we plan for you to experience is more value, more innovation, more capabilities, etc.

The team supporting you today – including executives, management, and delivery, is not expected to change. Having said that, upon close we will be welcoming new teammates that have exceptional talent and expertise. It is our intent that you will have visibility and interaction with additional team members who will add value.

8. **Are my points of contact going to change?**

   Our intent is that your points of contact will not change unless it is to enhance the value we provide and the business improvements we are collectively after. As we come closer to the close of this transaction we will provide more information and address questions you may have.

9. **What's the name of the company after close?**

   Convergys will be rebranded as Concentrix; however, we expect that to take several months after close. We will give more details regarding the timing, etc. once we are able to release the integration plan.

10. **When will I get access to these new resources?**

    Shortly after close we will provide an update to you with these details. Our plan is to walk you through the new footprint and capabilities after close.

11. **How will I learn about more information?**

    Your Account Manager or Operations Manager will be reaching out to you to discuss this transaction in more detail after close. In addition, feel free to reach out to our Sr. Executives as well.

12. **What are the details of the transaction?**
    Please see the attached Press Release

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Announcement Today

Concentrix Team,

WOW!!!! Today is an AMAZING day!

I am very happy to tell you that today Concentrix announced plans to acquire Convergys and on closing plan to integrate it with Concentrix! In typical Concentrix style, we quietly got down to business and got it done!

I want to thank each one of you for all your commitment and living our culture. You are the reason Concentrix is in this position today. Without your passion and commitment, we would not be able to accomplish something so extraordinary nor would we be ready for this next exciting phase of growth.

When we started this business with just a few people slightly more than a decade ago, I'm not sure anyone could see this day coming. Five years ago, not many people knew our name, today our name is recognized by the best brands around the world! You are the reason for our recognition and position! We are ONE CONCENTRIX. WE ALL CONTRIBUTE!

So, a bit about Convergys and this exciting acquisition…

Convergys is a world leader in customer experience outsourcing and has a long history of being a pioneer in our industry. They provide great solutions to improve customer experience and they help businesses run better.

We view this as an extraordinary deal because we believe both companies complement one another well. Together, we will have more expertise and capabilities that are becoming more critical for clients every day. Convergys is strong in some of our strategic verticals like Banking & Financial Services, Healthcare, Technology, and Automotive. We complement each other in our geographic footprint and combined we will have one of the most robust footprint in the industry. They have additional expertise in high value services. And together we will have 80 Fortune 500 clients, 91 Forbes Global 500 clients, and 49 clients who are considered unicorn and/or high growth companies. We believe Convergys and Concentrix combined is a fantastic combination!

We need to focus on growing the combined business after closing. Growth provides opportunity! As in the past acquisitions and in our daily lives now, it's about doing the right thing and helping our clients be more successful.

We expect to close this transaction by the end of the calendar year and will work together to integrate both organizations once the close occurs. When the deal closes I want all of you to welcome our new team members with open arms, but until then it is critical that each company operate independently! It is important that we operate the same way we have been operating (business as usual) until we close. As soon as the law allows for you to have information and carry on a different discussion than you would today, we will let you know.

We have exciting times ahead, and I look forward to working together with each of you to deliver service excellence across our expanded organization and tremendous value to our clients!

Thank you again for all that you do that continues to make Concentrix successful.

As always, we must remain humble and One Team, One Company, One Concentrix!

Respectfully,

Chris

@CNXPresident

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Acquisition of Convergys Announcement FAQs for CONCENTRIX and SYNNEX Staff

Purpose of this document: FAQs to communicate with Concentrix and SYNNEX staff

1. **What are we announcing today?**

   We announced today a definitive agreement in which SYNNEX will acquire Convergys and on the closing of the acquisition will integrate it with Concentrix.

   Pending regulatory approvals and shareholder vote, the acquisition of Convergys will advance Concentrix' position in the industry to one of the largest global customer engagement services company.

   The transaction is expected to close by the end of calendar year 2018.

2. **Who is Convergys?**

   Convergys (NYSE: CVG) is a world leader in customer experience outsourcing. They have a long history as a pioneer in this space and provide solutions to help businesses manage customer experience throughout the entire customer lifecycle, and to make businesses run better through operational excellence.

   Convergys delivers services in 58 languages, from more than 150 locations in 30 countries and had revenue of $2.7B last year.

3. **Why is SYNNEX buying Convergys?**

   - SYNNEX has been active in investing in growth for both its services and distribution businesses. The acquisition of Convergys aligns with Concentrix' stated growth and investment strategy.
   - Convergys and Concentrix complement each other and when combined we believe will create a strong value proposition to clients, shareholders, and to you, our valued staff.

4. **What will Concentrix gain from Convergys?**

   Concentrix will gain an increase in a strong portfolio client base, enhanced current geographic locations, new key geographies, and exceptional global talent on the team.

   - We gain Fortune 500/1000clients, Forbes Global 500/1000 clients, and a number of additional unicorn and disruptive high growth clients.
   - Concentrix will gain strength in our existing footprint by increasing our presence in countries that we already operate in.
   - We also will add the following 12 countries to our footprint.
     - France, Germany, Hungary, Italy, Netherlands, Sweden,
     - Dominican Republic, El Salvador, Honduras
     - Tunisia, Mauritius
     - Egypt

- We gain expanded global talent and expertise in strategic key strategic verticals like: Banking & Financial Services, Healthcare, Technology, and Automotive
- We gain significant Interactive Voice Response (IVR) expertise
- We gain outbound sales program expertise and scale
- We gain 19 new languages
- Collectively we will have more end to end high value business services to provide to our clients delivered from a more robust, complete global footprint.

5. **What will I gain from this acquisition? How do I benefit?**

   This acquisition will create opportunities for our staff. You will be exposed to additional teammates and situations that will trigger growth and more learnings for you. We will be focused on growing this business and with growth comes great opportunities for different experiences, different projects, expanded responsibilities, etc.

   We are proud and humbled by our growth and how are staff have been able to grow and accelerate their careers staying within the Concentrix family.

   The benefits are great and we look forward to helping you experience them after close and in the years to come!

6. **What will the combined business stats be?**

   - $ 4.7 B revenue
   - 225,000+ staff
   - 650+ clients
   - 275+ locations
   - ~40 countries
   - 6 continents
   - 70 unique languages
   - 34 years of experience

7. **Do we share clients?**

   While we have some client overlap, most of our engagements are with different lines of business where we are not the primary partner. So once the transaction closes we will have more opportunity to provide end to end high value solutions and gain share.

8. **How will we handle the joint clients?**

   Until the transaction closes, both companies will operate independently, so all client conversations, programs, projects, management, etc. will continue as business as usual.
   We cannot discuss or share information that isn't public knowledge until the deal is closed.

9. **How will we integrate Convergys?**

   We have a strong history of best practice, successful integration plans. A team of people will use best practice and create a detailed integration plan so we are ready to begin integration on the day of close.

   The plan will include culture, process, technology, etc. and will be shared with you when we are able to share it. The plan will ensure that we have minimal disruption to our business and

ensure continuity for our staff and our clients. We expect the full integration to be completed within 12 months after close.

Again, it is critical to remember that until the transaction closes, it is business as usual and we must focus on driving impeccable service and value to our clients and staff.

10. **What's the difference between signing and closing?**

    In many acquisitions, there is a period of time between signing and closing. Signing, and the associated announcement of the acquisition, occurs when the two parties "sign" the transaction agreements. Closing occurs when all the associated compliance and regulatory approvals are completed. We expect to close before the end of calendar 2018.

11. **What will the name of the combined companies be?**

    Concentrix.

12. **Who will lead this new enterprise for Concentrix?**

    Chris Caldwell will remain President of Concentrix and will continue to report into Dennis Polk, CEO and President of SYNNEX.

13. **What is the new reporting structure?**

    The new Executives from Convergys will report into Chris Caldwell. All other reporting relationships remain the same at this time.

14. **I am a part of Concentrix, how will my job duties change?**

    Your job duties will not change and you will continue to do the quality work you are doing now. We expect that clients will only feel our excellent execution and the value we bring to them. As we integrate the organizations, there may be opportunities to collaborate with staff in other locations.

15. **Is there an option to work in the other Concentrix locations?**

    If you are a part of Concentrix, there is no formal program for rotating staff. However, some opportunities may come up from time to time and will be evaluated on an individual basis. We are One Company. We are One Concentrix. We will also look to what's best for staff and clients and make decisions accordingly.

16. **How will this acquisition offer growth opportunities for employees?**

    As we grow, take share, innovate, and disrupt the industry potential opportunities for staff are usually created. We are in an extremely exciting time in our business. For those that want to continue to grow and excel, there will be multiple ways in which to do that. We have hundreds of examples of team members throughout the world that have grown in capability, experiences and responsibilities throughout our business. We are fanatical about our staff and will always look for opportunities to see them advance.

17. **Does Concentrix' vision or strategy change with this acquisition?**

Our Concentrix vision and strategy will remain the same. Our vision is to be the greatest customer engagement services company in the world rich in diversity and talent. We will get there by living our culture every day and staying true to our operating philosophy, our 3 V's.

Our focus is on solving business problems for our clients, creating great customer experiences and better business outcomes. Through continued investment in high value services, enabling technology, and our people we provide a robust ecosystem that adds value to our clients and their customers.

18. **Does SYNNEX TS and Hyve vision or strategy change with this acquisition?**

    Our SYNNEX vision and strategy remains the same. We continue to focus on growing value for our clients, associates and shareholders.

19. **How will you decide who/which locations get new sales opportunities?**

    Concentrix places business based on client need, center execution, and fit to current programs being delivered from a particular location.

20. **Will Concentrix and Convergys's IT systems be integrated and become one?**

    Technology integration will be part of the overall integration plan. No immediate changes are expected for Concentrix staff.

21. **When and how will Concentrix and SYNNEX staff learn more about Convergys's value proposition? Is there a schedule for integrating Convergys's business into Concentrix? How long can we expect?**

    Information on the combined organizations will be distributed to all staff as we are able to provide it to you, mostly likely at close.

22. **Where do I go for questions?**

    Please feel free to go to your management team or Concentrix staff can email questions@concentrix.com and SYNNEX staff can email SYNNEXquestions@concentrix.com . Queries raised through this email address will go to a group that will respond with answers to any questions which may arise.

23. **If I am asked for more information by a client or media, how should I respond?**

    Use the Client FAQs for guidance in any client call. If you are not sure how to respond, please reach out to your management team. If they aren't able to assist you, please feel free to reach out to any member of the Sr Exec Team. Let the client know you will research the answer and get back to them. It's important that we give the correct information; so please allow yourself the time to locate it and get back with the client.

    With any request from press or media, please direct them immediately to Jyllene Miller, SVP Marketing for Concentrix or Mary Lai, Investor Relations for SYNNEX.

Additionally, going forward past today, please ensure any questions are channeled to questions@concentrix.com. Queries raised through this email address will go to a group that will respond with answers to any questions which may arise.

24. How should I treat this announcement?

It will take some time to cascade this information to all our staff and clients. To allow time for this communication to happen we request that you do not share any part of this document in any Social Media networks or forums or any public domain.

Additional Information and Where to Find It
In connection with the proposed transaction between SYNNEX and Convergys, SYNNEX and Convergys will file relevant materials with the Securities and Exchange Commission (the "SEC"), including a SYNNEX registration statement on Form S-4 that will include a joint proxy statement of SYNNEX and Convergys that also constitutes a prospectus of SYNNEX, and a definitive joint proxy statement/prospectus will be mailed to stockholders of SYNNEX and shareholders of Convergys. INVESTORS AND SECURITY HOLDERS OF SYNNEX and CONVERGYS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS THAT WILL BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders will be able to obtain free copies of the registration statement and the joint proxy statement/prospectus (when available) and other documents filed with the SEC by SYNNEX or Convergys through the website maintained by the SEC at http://www.sec.gov. Copies of the documents filed with the SEC by SYNNEX will be available free of charge within the Investors section of SYNNEX' website at http://ir.synnex.com or by contacting SYNNEX' Investor Relations Department at 510-668-8436. Copies of the documents filed with the SEC by Convergys will be available free of charge on Convergys's website at http://investor.convergys.com/ or by contacting Convergys's Investor Relations Department at (513) 723-7768.

No Offer or Solicitation
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Participants in Solicitation
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in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed transaction when they become available.

Forward-Looking Statements
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A further description of risks and uncertainties relating to SYNNEX and Convergys can be found in their respective most recent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the U.S. Securities and Exchange Commission (the “SEC”) and available at www.sec.gov.

Neither SYNNEX nor Convergys assumes any obligation to update the forward-looking statements contained in this document as the result of new information or future events or developments.

Email to Analysts < Press release >

Dear xxx,

Today is an exciting day as Concentrix has announced that we will acquire Convergys and on closing plan to integrate it into our business. Convergys has a long history being a pioneer in the industry.

This transaction will accelerate Concentrix' leadership position in the industry. It will strengthen our profile in the delivery of high value services to a strong, diverse client portfolio that includes a sizeable number of Fortune and Forbes clients as well as high-growth unicorns and market disruptors. The acquisition will bring together a skilled global talent pool both credentialed in operational excellence and highly experienced in key strategic verticals and digital transformation services. Upon close, we will have one of the most robust global footprints that enables us to our high value services to our combined client base from additional geographies. Until close both companies will operate independently in every respect. We expect the transaction to close by end of the 2018 calendar year.

These are exciting times! We appreciate the commitment you've made to get to know Concentrix. We've enjoyed discussing our views on the industry, our capabilities and our strategy with you. We believe this transaction is quite meaningful for Concentrix, our clients and the industry and look forward to talking with you further.

We will schedule time with you and your teams to brief you fully as we can. In the meantime, the full press release announcing the agreement to acquire Convergys is available here < Insert link > , for your convenience.

Thank you for continued interest and partnership with Concentrix.

Best Regards,

Jyllene

@jyllenemiller

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SYNNEX, Convergys or the combined company; failure to protect proprietary or personally identifiable data against unauthorized access or unintended release; the ability to retain key personnel; negative effects of this announcement or the consummation of the proposed acquisition on the market price of the capital stock of SYNNEX and Convergys, and on SYNNEX' and Convergys's operating results; significant transaction costs, fees, expenses and charges; unknown liabilities; the risk of litigation and/or regulatory actions related to the proposed acquisition; the financing of the transaction; other business effects, including the effects of industry, market, economic, political or regulatory conditions; future exchange and interest rates; changes in tax and other laws, regulations, rates and policies; future business combinations or disposals; and competitive developments.

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Investor Presentation

Filed by SYNNEX Corporation
pursuant to Rule 425 under the Securities Act of 1933, as amended
and deemed filed pursuant to Rule 14a-12
under the Securities Exchange Act of 1934, as amended
Subject Company: Convergys Corporation
Commission File No. 001-14379
June 28, 2018

SYNNEX CORPORATION

SYNNEX' Concentrix Division
Announces the Acquisition of Convergys

Positions Concentrix as a
Premier Global Customer Engagement Services Company

June 28, 2018

SYNNEX CORPORATION

Safe Harbor Statement

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SYNNEX CORPORATION

Safe Harbor Statement

Note on Non-GAAP Financial Measures

This document includes certain non-GAAP financial measures, including adjusted EBITDA, EPS, and adjusted ROIC. Management considers GAAP financial measures as well as non-GAAP financial information in its evaluation of the Company's financial statements and believes these non-GAAP measures provide useful supplemental information to assess the Company's operating performance and financial position. These measures should be viewed in addition to, and not in lieu of the Company's operating income, EPS and ROIC as calculated in accordance with GAAP.

These non-GAAP measures are forward-looking. Reconciliations of these forward-looking non-GAAP financial measures to the most directly comparable GAAP financial measures are not provided because the Company is unable to provide such reconciliations without unreasonable effort, due to the uncertainty and inherent difficulty of predicting the occurrence and the financial impact of such items impacting comparability and the periods in which such items may be recognized. For the same reasons, the Company is unable to address the probable significance of the unavailable information, which could be material to future results.

Additional Information and Where to Find It

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Safe Harbor Statement

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Today's Announcement

SYNNEX' Concentrix Division to Acquire Convergys to Create a Premier Global Customer Engagement Services Company

CONCENTRIX™

+

CONVERGYS

- Diversifies revenue base and positions SYNNEX for continued growth and margin expansion
- Combines two industry leaders, extending Concentrix' client base and global footprint
- Enhanced Financial Profile: Adds ~$2.7 billion of revenue and ~$380 million of adjusted EBITDA(1) in year one
- Significant Synergies: Expect to realize a minimum $150 million of annualized cost synergies within 36 months
- Value Accretive Transaction: Expect non-GAAP EPS accretion of mid-single digits in year 1, reaching double-digits by year two (2)

(1) Includes expected $50M of the total $150M cost synergies.
(2) After cost synergies and before one-time costs.

SYNNEX CORPORATION

Strategic Rationale

Enhances SYNNEX' position as a leading business process services company

Increases Concentrix' **scale and diversifies revenue base**

Significantly expands strategic client base and geographical footprint

Strengthens position in strategic industry verticals

Highly compelling financial attributes

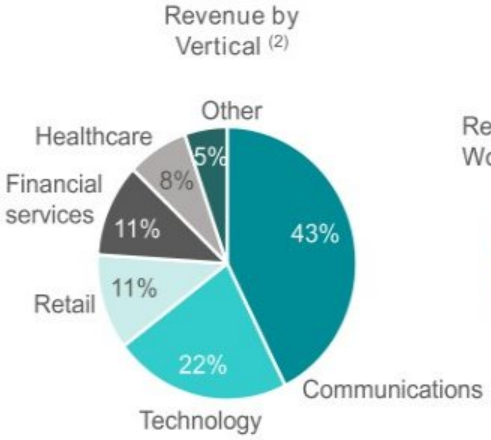
Delivers Significant Long-Term Shareholder Value

Convergys Snapshot

CONVERGYS

- Convergys is an industry leader in the customer experience market
- Convergys services name brand clients across its global footprint with high performance, standardized methodologies
- Convergys operates 125+ locations across 30 countries
- Revenues of ~$2.7 billion (1)
- Founded in 1998 and headquartered in Cincinnati, Ohio

Revenue by Vertical and Geography



~115,000	30	265+	58
Employees worldwide	Countries	Clients	Languages served

Source: Convergys public filings and Investor Presentations
(1) Based on Convergys trailing twelve months financials as of December 31, 2017.
(2) Based on Convergys trailing three months financials as of March 31, 2018.

SYNNEX CORPORATION

Combination of Concentrix and Convergys

~$4.7B
Revenue

650+
Clients

225,000+
Employees

6,000+
Credentialed Professionals

40
Countries

70
Languages

CONCENTRIX CONVERGYS

Customer Base

- Combined client base of 650+ of the best brands
- 100+ clients from the Fortune 1000

Vertical Expertise

- Convergys further enhances domain expertise in key strategic verticals - Financial Services, Healthcare, Technology, Automotive

Footprint

- Concentrix footprint enhanced with Convergys' presence in Germany and rest of Europe
- Convergys footprint enhanced with Concentrix' presence in APAC and Latam

Higher Value Capabilities

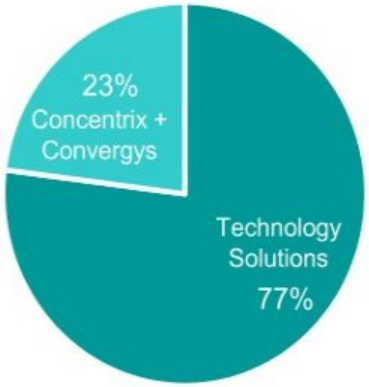
- Leverage Concentrix' higher value capabilities across Convergys' client base
  - Tigerspike, marketing optimization, automation, analytics, consulting

SYNNEX CORPORATION

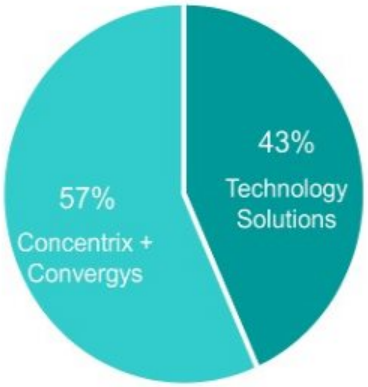
Enhances SYNNEX' position as a leading business process services company

Diversified Financial Profile

Revenue Mix (1)



Adjusted EBITDA Mix(1)



- Concentrix + Convergys (2)
- Technology Solutions

Balanced Portfolio between Technology Solutions and Concentrix

(1) Based on SYNNEX trailing twelve months financials as of February 28, 2018 and Convergys trailing twelve months financials as of March 31, 2018.
(2) Pro forma for Convergys.

Transaction Overview

Transaction Consideration

- SYNNEX to acquire Convergys for $26.50 per share:
  - $13.25 per share in cash; and 0.1193 SYNNEX common shares for each share of Convergys common stock, subject to a two-way collar
  - Approximately $2.43 billion transaction equity value, and net debt of approximately $315 million

Financial Impact

- Minimum $150 million of annual cost synergies: expect $50 million in first 12 months, achieving $150 million by third year
- Expect non-GAAP EPS accretion of mid-single digits in year one, reaching double-digits by year two
- Expect adjusted ROIC to meet or exceed our requirements

Financing

- Total cash consideration to be funded from existing cash and new debt
  - $1.8 billion of committed financing for the purchase price and to maintain appropriate liquidity for ongoing working capital needs
- Expect debt to adjusted EBITDA of ~3.5x leverage at closing, and expected return to historical levels of 2.5x or less within 18-24 months

Timing

- Expect to close by the end of 2018 calendar year
- Subject to SYNNEX and Convergys shareholder votes, regulatory approval and customary closing conditions