

EXECUTION VERSION

BARCLAYS CAPITAL INC.
745 Seventh Avenue
New York, NY 10019

MERRILL LYNCH, PIERCE,
FENNER & SMITH
INCORPORATED
One Bryant Park
New York, NY 10036

UBS SECURITIES LLC
1285 Avenue of the Americas
New York, NY 10019

BNP PARIBAS FORTIS SA/NV
Montagne du Parc 3
1000 Brussels
Belgium

HSBC BANK PLC
8 Canada Square
London, E14 5HQ, UK

NATIXIS SECURITIES AMERICAS
LLC
1251 Avenue of the Americas
New York, NY 10020

CONFIDENTIAL

April 13, 2019

CONNECT FINCO SARL (f/k/a Triton Finco SARL, the "*Borrower*" or "*you*")

c/o Warburg Pincus LLC
450 Lexington Avenue, 34th Floor
New York, NY 10017
Attention: Christopher Turner

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

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

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

Project Triton
Amended and Restated Fee Credit Letter

Ladies and Gentlemen:

This amended and restated fee credit letter (this "*Fee Credit Letter*") amends, restates and supersedes in its entirety that certain fee credit letter (the "*Original Fee Credit Letter*") dated as of March 19, 2019, by and among Barclays Capital Inc. ("*Barclays Capital*"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("*MLPFS*") and UBS Securities LLC ("*UBSS*") and, together with Barclays Capital and MLPFS, the "*Original Fee Credit Letter Parties*") and you. Reference is made to (a) that certain amended and restated Commitment Letter dated the date hereof, including the exhibits and other attachments thereto (the "*Commitment Letter*") among you and the other parties thereto, (b) that certain amended and restated fee letter (the "*Fee Letter*") dated as of the date hereof between the the parties thereto and you and (c) that certain amended and restated engagement letter dated the date hereof (the "*Engagement Letter*") between the Original Fee Credit Letter Parties, BNP Paribas Fortis SA/NV ("*BNPP*"), HSBC Bank PLC ("*HSBC*") and Natixis Securities Americas LLC ("*Natixis*") and, together with the Original Fee Credit Letter Parties, BNPP and HSBC, "*we*" or "*us*") and you. Capitalized terms used but not defined in this letter agreement (the "*Fee Credit Letter*") are used with the meanings assigned to them in the Commitment Letter, the Fee Letter and the Engagement Letter, as applicable.

This will confirm that you have requested (and we have agreed) that if, within the number of days set forth in Column A below after the Completion Date, any amount borrowed under the Bridge Facility is repaid (a "*Pre-Extension Bridge Facility Repayment*"), an amount (the "*Takedown Fee Reduction Amount*") equal to the product of (i) the applicable percentage set forth in Column B below and (ii) the pro rata portion of the Takedown Fee applicable to the aggregate principal amount of the Pre-Extension Bridge Facility Repayment, which Takedown Fee Reduction Amount shall be credited to you on the date

of such Pre-Extension Bridge Facility Repayment against any fees paid to the Underwriters (or any of their affiliates) in connection with any offering (debt or equity), the proceeds of which are utilized to make a Pre-Extension Bridge Facility Repayment:

| <u>Column A</u> | <u>Column B</u> |
|-------------------------|-----------------|
| 0 – 90 days | 75% |
| 91 – 180 days | 50% |
| 181 – 270 days | 25% |
| 271 days and thereafter | 0% |

In no event shall any Underwriter be required to make any credit pursuant to this paragraph of an amount more than the Takedown Fee.

This will further confirm that you have requested (and we have agreed) that if, within the number of days set forth in Column A below on or after the Extension Date, any amount outstanding under the Bridge Facility is repaid (a “**Post-Extension Bridge Facility Repayment**”), an amount (the “**Extension Fee Reduction Amount**”) equal to the product of (i) the applicable percentage set forth in Column B below and (ii) the pro rata portion of the Extension Fee corresponding to the principal amount of the Post-Extension Bridge Facility Repayment, shall be credited to you on the date of such Post-Extension Bridge Facility Repayment against any fees paid to the Underwriters (or any of their affiliates) in connection with any offering (debt or equity), the proceeds of which are utilized to make a Post-Extension Bridge Facility Repayment:

| <u>Column A</u> | <u>Column B</u> |
|-------------------------|-----------------|
| 0 – 90 days | 75% |
| 91 – 180 days | 50% |
| 181 – 270 days | 25% |
| 271 days and thereafter | 0% |

In no event shall any Underwriter be required to make any refund or credit, as applicable, pursuant to this paragraph of an amount more than the Extension Fee actually paid to its affiliates.

It is understood and agreed that this Fee Credit Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Credit Letter shall not be assignable by any party hereto (other than by you to any newly formed shell entity organized in the United States, the Netherlands, England and Wales, Luxembourg or any other jurisdiction reasonably acceptable to the Arrangers, in each case for the purpose of consummating the Acquisition, so long as such entity is, or substantially simultaneously with such assignment will be, controlled directly or indirectly by the Sponsor and, after giving effect to the Transactions shall (directly or through a wholly owned subsidiary) own the Company) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed), and any attempted assignment without such consent shall be null and void.

THIS FEE CREDIT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY

RELATED TO OR ARISING OUT OF THIS FEE CREDIT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Fee Credit Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Fee Credit Letter, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other matter provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process against such person for any suit, action or proceeding brought in any such court.

This Fee Credit Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. The provisions of this Fee Credit Letter shall survive the expiration or termination of the Commitment Letter and the funding of the Credit Facilities. This Fee Credit Letter may not be amended or waived except by an instrument in writing signed by us and you. This Fee Credit Letter may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Credit Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. This Fee Credit Letter supersedes all prior understandings, whether written or oral, among us with respect to the matters described herein and sets forth the entire understanding of the parties hereto with respect thereto.

This Fee Credit Letter and its contents are subject to the confidentiality provisions of the Engagement Letter.

The Original Fee Credit Letter shall be superseded hereby in its entirety upon the effectiveness of this Fee Credit Letter.

[remainder of page intentionally left blank]

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

Very truly yours,

BARCLAYS CAPITAL INC.

By: 

Name: *Peter Thomson*

Title: *MD*

Very truly yours,

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

By: 
Name: SCOTT TOLCHIN
Title: MANAGING DIRECTOR

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

Very truly yours,

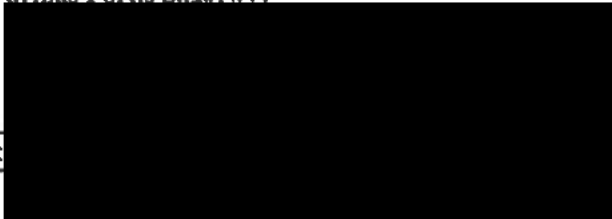
UBS SECURITIES LLC

By: 
Name: Michael Lawton
Title: Managing Director

By: 
Name: Luke Bartolone
Title: Executive Director

BNP Paribas Fortis S.A./N.V.

By: _____
Name: _____
Title: _____




By: Thi Karen CHU VAN Maïjn VANDEN HAUTE
Name: Business Management Business Management
Title: Financing Solutions Brussels Financing Solutions

HSBC BANK PLC

By: 
Name:
Title:

Joanne Robertson
Legal Counsel

Natixis Securities Americas LLC

By: 
Name: Robert Chen
Title: Managing Director

Natixis Securities Americas LLC

By: 
Name: J. Stephane Lautner
Title: Director

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

CONNECT FINCO SARL

By: 

Name: GONZAGUE DE LHONEUX 

Title: DIRECTOR