

October 7, 2019

Connect Finco SARL  
1-3, boulevard de la Foire  
L-1528 Luxembourg  
Attention: Gonzague de L'honeux

Re: Escrow Commitment Letter

Ladies and Gentlemen:

Reference is made to (i) the escrow account pledge agreement, escrow account security procedures, escrow standard terms and conditions and escrow commercial terms (collectively, the "Escrow Agreements"), each dated as of the date hereof, among Connect Finco SARL, a private limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (the "Escrow Issuer" or "you"), Wilmington Trust, National Association, as trustee under the Indenture (as defined herein) (in such capacity, the "Trustee") and Barclays Bank PLC, as escrow agent (in such capacity, the "Escrow Agent"), (ii) the purchase agreement (the "Purchase Agreement"), dated as of September 23, 2019, among the Escrow Issuer, Connect U.S. Finco LLC (together with the Escrow Issuer, the "Issuers"), the Guarantors and BofA Securities, Inc., Barclays Capital Inc. and UBS Securities LLC, as representatives of the several initial purchasers listed in Schedule 1 thereto (the "Initial Purchasers") relating to the issuance and sale by the Escrow Issuer of \$2,075,000,000 aggregate principal amount of the Escrow Issuer's 6.750% Senior Secured Notes due 2026 (the "Notes") and (iii) the indenture (the "Indenture"), dated as of the date hereof, among the Issuers, the Guarantors, the Trustee, as trustee, registrar and paying agent and Wilmington Trust, National Association, as notes collateral agent (the "Notes Collateral Agent"), pursuant to which you will cause to be deposited into an account (the "Escrow Account") with the Escrow Agent the gross proceeds of the offering of the Notes in the form of immediately available funds in U.S. dollars. The Notes are being issued on the date hereof (the "Issue Date") pursuant to the Indenture. It is a condition to the Initial Purchasers' obligation to purchase the Notes under the Purchase Agreement that this letter be executed and delivered by us. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Escrow Agreements.

Pursuant to the terms of the Escrow Agreements and the Indenture, the proceeds of the offering of the Notes shall remain in the Escrow Account until the earlier of (i) the Escrow Issuer delivers an Escrow Release Request Instruction ("Escrow Release Notice") certifying that substantially concurrently with or promptly following the release of the Escrowed Property the Escrow Condition will be satisfied (at which point such proceeds will be released to you, referred to herein as the "Final Release") or (ii) the date (the "Special Mandatory Redemption Date") that you are required to redeem the Notes (a "Special Mandatory Redemption") pursuant to the Escrow Agreements and the Indenture as in effect on the date hereof. The redemption price in any Special Mandatory Redemption will be equal to 100% of the initial issue price of the Notes, plus accrued and unpaid interest on the Notes, if any, from the Issue Date to, but not including, the Special Mandatory Redemption Date, subject to the right of the Holders (as defined in the Indenture) on the relevant record date to receive interest due on the relevant interest payment date (the "Special Mandatory Redemption Price"). The amount deposited in the Escrow Account on the Issue Date will be initially limited to the gross proceeds of the offering of the Notes and will not include cash sufficient to fund accrued and unpaid interest payable to holders of the Notes on any Special Mandatory Redemption Date.

This letter sets forth the commitments of Apax IX USD L.P., Apax IX EUR L.P., Apax IX EUR Co-Investment L.P., Apax IX USD Co-Investment L.P., Warburg Pincus (Callisto) Global Growth (Cayman), L.P., Warburg Pincus (Europa) Global Growth (Cayman), L.P., Warburg Pincus Global Growth-B (Cayman), L.P., Warburg Pincus Global Growth-E (Cayman), L.P., Warburg Pincus Global Growth Partners (Cayman), L.P., WP Global Growth Partners (Cayman), L.P., Canada Pension Plan Investment Board and Ontario Teacher's Pension Plan Board (each, a "Sponsor") and, collectively, the "Sponsors") also referred to herein as "we", "us" or "our") in relation to the Escrow Issuer.

1. Commitments. Upon the terms and subject to the conditions set forth herein, each Sponsor hereby severally (but not jointly and severally) commits to provide to you directly or indirectly, in immediately available funds in U.S. dollars, an amount representing that Sponsor's Pro Rata Percentage (as defined below) of (i) an aggregate amount equal to the amount that, when taken together with the amount of funds held in the Escrow Account, will be sufficient to pay the Special Mandatory Redemption Price as specified in the Escrow Redemption Notice Instruction on the Special Mandatory Redemption Date specified in such Escrow Redemption Notice Instruction (including accrued and unpaid interest owing to holders of the Notes pursuant to the terms of the Indenture and the Notes) (the "Equity Commitment") by no later than two (2) Business Days following receipt of the Escrow Redemption Notice Instruction and (ii) the amounts payable under the Fee Agreement, dated October 4, 2019, among the Escrow Issuers and the Trustee; *provided*, that the aggregate amount of the above clause (i) shall in no event exceed \$78,979,687.50. For the avoidance of doubt, if all or any portion of the Equity Commitment, is required to be funded pursuant to the terms of this letter, such amount will be funded to the Escrow Issuer only and under no circumstances will the Trustee or any other third party be entitled to seek or cause the Sponsors to fund, or cause the funding of, the Equity Commitments (or any portion thereof) directly to the Trustee or any other third party.

The Sponsors will provide such amount subject to, and no later than two (2) Business Days following receipt of, the Escrow Redemption Notice Instruction, delivered pursuant to the Escrow Agreements, which reveals that the amount of cash in U.S. dollars that constitutes the Escrowed Property in the Escrow Account will be insufficient to pay the Special Mandatory Redemption Price as specified in such Escrow Redemption Notice Instruction on the Special Mandatory Redemption Date specified in such Escrow Redemption Notice Instruction. The Escrow Redemption Notice Instruction shall be sent to the addresses set forth in Section 16 below and shall specify the account where such amount shall be deposited.

The Equity Commitment is subject to the condition that neither the Indenture nor the terms of the Notes are amended in any manner that would increase the Sponsors payment obligations under this letter without their prior written consent.

The Escrow Issuer irrevocably and unconditionally undertakes to use the Equity Commitment (if applicable) to satisfy in full, and at the Special Mandatory Redemption Date, the Special Mandatory Redemption Price for the Notes in accordance with the terms and provisions of the Indenture and the Escrow Agreements.

The parties hereto hereby acknowledge and agree that this letter is not, and is not intended to be, a contract to make a loan, or extend other debt financing or financial accommodations, to or for the benefit of the Escrow Issuer, or to issue a security of the Escrow Issuer, under Section 365(c)(2) of Title 11 of the United States Code (the "Bankruptcy Code"). The Sponsors agree not to raise, and hereby waive, any argument or defense that this letter cannot be assumed and/or is not enforceable by the Escrow Issuer in a proceeding under the Bankruptcy Code under Section 365(c) thereof. Nothing herein shall constitute, or be construed as, an agreement by the Escrow Issuer to assume this letter in a proceeding under the Bankruptcy Code pursuant to Section 365 thereof.

2. Indemnification. To induce us to enter into this letter, you hereby agree to indemnify upon demand and hold harmless the Sponsors and their affiliates and each director, officer, employee, advisor, representative, agent, attorney and controlling person thereof (each of the above, an “Indemnified Person”) from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses (including legal expenses), joint or several, of any kind or nature whatsoever that may be brought or threatened by the Escrow Agent, the Trustee, the holders of the Notes, any of their respective affiliates or any other person or entity and which may be incurred by or asserted against or involve any Indemnified Person (whether or not any Indemnified Person is a party to such action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from this letter or any related transaction contemplated hereby; *provided*, that you will not have to indemnify an Indemnified Person against any claim, loss, damage, liability or expense to the extent the same resulted directly and primarily from the gross negligence or willful misconduct of such Indemnified Person (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment). For the avoidance of doubt, the foregoing indemnity and reimbursement obligation is not intended to indemnify any Indemnified Person for any payment required to be made by it pursuant to Section 1 above. Your indemnity and reimbursement obligations under this Section 2 will be in addition to any liability which you may otherwise have and will be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of you and the Indemnified Persons. Neither we nor any other Indemnified Person will be responsible or liable to you or any other person or entity for any indirect, special, punitive or consequential damages which may be alleged as a result of this letter or any related transaction contemplated hereby.

We, on behalf of ourselves and each other Indemnified Person, hereby agree that any claims that we may have with respect to the Escrow Funds (as defined in the Escrow Agreements) pursuant to the indemnification and reimbursement obligations owed to us or any other Indemnified Person by the Escrow Issuer are and shall be subordinate to the prior payment in full of all obligations now or hereafter owing to the Trustee and the Holders (as defined in the Indenture) pursuant to the Indenture, the Notes or the Escrow Agreements. The parties hereto expressly acknowledge and agree that the immediately preceding sentence constitutes a “subordination agreement” under Section 510(a) of the Bankruptcy Code and, as such, is intended to be enforceable in any case where the Escrow Issuer is subject to a proceeding under the Bankruptcy Code.

3. Assignments; Amendments and Waivers; Entire Agreement.

(a) The rights and obligations under this letter may not be assigned or delegated (whether by operation of law, merger, consolidation or otherwise) by any party hereto without the prior written consent of the other party, and any attempted assignment shall be null and void and of no force or effect. Notwithstanding the foregoing, any of the Sponsors may assign and delegate all or a portion of their obligations to fund the commitments hereunder to any person(s); *provided, however*, that no such assignment shall relieve such Sponsor of its obligations hereunder (including its obligation to fund its commitment hereunder) and the Escrow Issuer shall be entitled to pursue all rights and remedies against the Sponsors subject to the terms and conditions hereof.

(b) This letter may not be amended, and no provision hereof waived or modified, except by an instrument in writing signed by each of the parties hereto; *provided*, that (i) in no event shall the provisions of Section 1, Section 2 (limited to the subordination provisions), this Section 3 (solely as they relate to the assignment rights of the Sponsors) or Section 5 (limited to the second sentence thereof) be amended without the consent of the Trustee and Notes Collateral Agent and (ii) none of the Sponsors or the Escrow Issuer may amend this letter in a manner that would materially adversely affect the Sponsor’s commitment to fund the Equity Commitment.

(c) Together with the Escrow Agreements, this letter constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

4. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

**ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS LETTER IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.** Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County and (b) the United States District Court for the Southern District of New York, located in the Borough of Manhattan, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim may be heard and determined in such New York State court or such Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this letter in any such New York State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan.

Unless expressly stated herein, this letter is issued for your benefit only and no other person or entity (other than the Indemnified Persons and the Related Persons) may rely hereon. Notwithstanding the foregoing, the Trustee and Notes Collateral Agent shall be a third party beneficiary with respect to Section 1 to the extent that the Trustee and Notes Collateral Agent may cause the Sponsors to fund the Equity Commitment in accordance with the terms of this letter to the Escrow Issuer. Any exercise of such third party beneficiary right by the Trustee is subject to the Trustee's prior delivery of written notice to the Escrow Issuer and the Sponsors stating the unqualified acceptance of, and agreement to comply with, the provisions of this letter, Section 2 (limited to the subordination provisions set forth therein), Section 3 (solely as they relate to the assignment rights of the Sponsors) and Section 16 hereof.

The provisions of Sections 2, 5 and 9 of this letter and this Section 4 will survive any termination or completion of the arrangements contemplated by this letter.

5. No Third Party Beneficiaries. This letter shall be binding solely on, and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns, and nothing set forth in this letter shall be construed to confer upon or give to any person, other than the parties hereto and their respective successors and permitted assigns, any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Escrow Issuer to enforce, the commitments hereunder or any provisions of this letter; *provided*, that the Indemnified Persons (as defined above) and Related Persons (as defined below) are express third party beneficiaries of Section 2 and Section 8 respectively of this letter and shall be entitled to enforce the provisions of Section 2 and Section 8 respectively of this letter. Notwithstanding the foregoing, the Trustee and Notes Collateral Agent shall be third party beneficiaries with respect to Section 1 to the extent that the Trustee and Notes Collateral Agent may cause the Sponsors to fund the Equity Commitment in accordance with the terms of this letter to the Escrow Issuer. Any exercise of such third party beneficiary right by the Trustee is subject to the Trustee's prior delivery of written notice to the Escrow Issuer and the Sponsors stating the unqualified acceptance of, and agreement to comply with, the

provisions of this letter, Section 2 (limited to the subordination provisions set forth therein), Section 3 (solely as they relate to the assignment rights of the Sponsors) and Section 16 hereof.

6. Several Liability. Each party acknowledges and agrees that (a) this letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto and neither this letter nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise, (b) the obligations of each of the Sponsors under this letter are solely contractual in nature and (c) the determination of each Sponsor was independent of each other. Notwithstanding anything to the contrary contained in this letter, the obligations given by and the liability of each Sponsor hereunder shall be several, not joint and several, based on its respective Pro Rata Percentage (as defined below), and no Sponsor shall be liable for any amount hereunder in excess of its Pro Rata Percentage of the Equity Commitment or such lesser amount as may be required to be paid by the Sponsors in accordance with the terms hereof. For purposes of this letter, the “Pro Rata Percentage” of each Sponsor is as set forth below (subject to adjustment by the unanimous agreement in writing of the Sponsors from time to time; *provided*, that in any event the total Pro Rata Percentage of the Sponsors (including any permitted assignee or transferee pursuant to Section 3 of this letter) shall always equal 100% and the Sponsors promptly notify you in writing of any amendment to the Pro Rata Percentage):

Apax IX USD L.P. ....	17.78%
Apax IX EUR L.P. ....	6.34%
Apax IX USD Co-Investment L.P. ....	0.16%
Apax IX EUR Co-Investment L.P. ....	0.11%
Warburg Pincus (Callisto) Global Growth (Cayman), L.P. ....	6.23%
Warburg Pincus (Europa) Global Growth (Cayman), L.P. ....	5.95%
Warburg Pincus Global Growth-B (Cayman), L.P. ....	4.46%
Warburg Pincus Global Growth-E (Cayman), L.P. ....	3.37%
Warburg Pincus Global Growth Partners (Cayman), L.P. ....	1.42%
WP Global Growth Partners (Cayman), L.P. ....	0.52%
Canada Pension Plan Investment Board. ....	29.27%
Ontario Teacher’s Pension Plan Board. ....	24.39%

7. Termination. The obligation of each Sponsor to fund, or cause the funding of, its Pro Rata Percentage of the Equity Commitment will terminate automatically and immediately (at which time the obligation shall be discharged) upon the earliest to occur of (a) the payment of their Pro Rata Percentage of the Special Mandatory Redemption Price on the Special Mandatory Redemption Date in accordance with the terms of the Escrow Agreements and the Indenture, including the payment in full of all accrued and unpaid interest payable in connection therewith, and (b) the date of the Final Release (upon the disbursement of the Escrow Funds to or at the direction of the Escrow Issuer in accordance with the terms of the Escrow Agreement). Upon termination of this letter, all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto. The provisions of Sections 2, 4, 5 and 9 of this letter will survive any termination or completion of the arrangements contemplated by this letter.

8. No Recourse. Notwithstanding anything that may be expressed or implied in this letter or any document or instrument delivered in connection herewith, and notwithstanding the fact that the Sponsors may be partnerships or limited liability companies, by its acceptance of the benefits of this letter, you acknowledge and agree that no person other than the Sponsors have any obligations hereunder and that no recourse shall be had hereunder, or for any claim based on, in respect of, or by reason of, such obligations or their creation, or in respect of any oral representations made or alleged to be made in



connection herewith or therewith, against, and no personal liability shall attach to, be imposed on or otherwise be incurred by any Related Person (as defined below), whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of you against any Related Person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise. For the purposes of this letter, “Related Person” means (a) any former, current and future equityholders, controlling persons, directors, officers, employees, agents, affiliates, affiliated (or commonly advised) funds, members, managers, general or limited partners or assignees or successors of the Sponsors or (b) any former, current or future equityholders, controlling persons, directors, officers, employees, agents, affiliates, affiliated (or commonly advised) funds, members, managers, general or limited partners, or assignees or successors of any of the foregoing. Each Related Person may enforce the provisions of this Section 8 but subject always to the other provisions of this letter.

9. Confidentiality. This letter shall be treated as confidential and is being provided to you solely in connection with the transactions contemplated by the Escrow Agreements. This letter may not be used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of each Sponsor; *provided*, that no such written consent shall be required for disclosure to your employees, agents, affiliates and legal, financial, accounting or other advisors or representatives, so long as such persons are directed to keep such information confidential consistent with the terms contained in this Section; *provided, further*, that this letter may be disclosed to the Trustee, Notes Collateral Agent and the Initial Purchasers (and their respective representatives); *provided, further*, that any party hereto and the Trustee and Notes Collateral Agent may disclose the existence or content of this letter to the extent required by any applicable law or the rules of any self-regulatory organization or securities exchange.

10. Severability. If any term of this letter is invalid, illegal or incapable of being enforced, all other terms and provisions of this letter shall nevertheless remain in full force and effect.

11. No Waiver. The failure to exercise or delay in exercising a right or remedy provided by this letter or under applicable law or regulation does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter or under applicable law or regulation prevents further exercise of the right or remedy or the exercise of another right or remedy.

12. No Double Recovery. Notwithstanding anything to the contrary in this letter, the Escrow Issuer shall be entitled to recover not more than once in respect of the same loss resulting from a breach of the terms of this letter.

13. Acknowledgements. Each of the parties to this letter hereby acknowledge that the limited partners in the Sponsors have limited liability (for the purposes of this letter and otherwise) and, notwithstanding any other provision in this letter each party hereby agrees that the liability of the partners in any of the parties which is constituted as a limited partnership or exempted limited partnership shall be regulated in accordance with the law of the jurisdiction in which that limited partnership or exempted limited partnership is registered or otherwise constituted.

14. Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this letter.

15. Counterparts; Effectiveness. This letter may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood and agreed that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format of this letter with all executed signature pages

Connect Finco SARL  
October 7, 2019

(in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this letter.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Sponsors shall be provided to each at the address set forth on the signature pages attached hereto. Notices to the Escrow Issuer shall be given to it at c/o Redwood, St Peter Port, Guernsey, GY1 1WA, Attention: Tom Williamson. Copies of any notices given by any party hereto shall be delivered to the Trustee or Notes Collateral Agent at Wilmington Trust, National Association, c/o Joseph O'Donnell, 246 Goose Lane, Suite 105, Guilford, CT 06437, Attention: Connect Finco Administrator; *provided*, that any party's failure to deliver such copies to the Trustee or Notes Collateral Agent shall not affect the validity of the notice provided to such other party.

*[Signature Page Follows]*

Very truly yours,

**APAX IX USD L.P.**

By: Apax IX GP Co. Limited  
Its: Investment Manager

By:  .....

Name:   
Title: 

Address for receipt of notices:

Apax Partners  
33 Jermyn Street  
London  
SW1Y 6DN



**APAX IX EURL.P.**

By: Apax IX GP Co. Limited  
Its: Investment Manager

By:

Name:  
Title:

Address for receipt of notices:

Apax Partners  
33 Jermyn Street  
London  
SW1Y 6DN

**APAX IX USD CO-INVESTMENT L.P.**

By: Apax IX GP Co. Limited  
Its: Investment Manager

By:  .....

Name:   
Title: 

Address for receipt of notices:

Apax Partners  
33 Jermyn Street  
London  
SW1Y 6DN

**APAX IX EUR CO-INVESTMENT L.P.**

By: Apax IX GP Co. Limited  
Its: Investment Manager

By: [REDACTED] .....

Name:  
Title:

[REDACTED]

Address for receipt of notices:

Apax Partners  
33 Jermyn Street  
London  
SW1Y 6DN