

**GOLUB CAPITAL  
MARKETS LLC**  
666 Fifth Avenue  
New York, New York 10103

**CONFIDENTIAL**

July 31, 2019

Gator Intermediate Holdco (UK) Ltd  
Aptean, Inc.  
4325 Alexander Drive, Suite 100  
Alpharetta, GA 30022  
Attention: Leslie Workman

Project Stingray  
Fee Letter

Ladies and Gentlemen:

Reference is made to (i) that certain First Amendment dated as of the date hereof (the “**First Lien Amendment**”) by and among Aptean, Inc., a Delaware corporation (the “**Borrower**” or “**you**”), and Golub Capital Markets LLC (“**Golub**” and, together with any Additional Commitment Parties appointed by you in accordance with Section 3 below, each a “**First Amendment Commitment Party**” and, collectively, the “**First Amendment Commitment Parties**”, “**us**” or “**we**”), which amends that certain First Lien Credit Agreement dated as of April 23, 2019 (the “**First Lien Credit Agreement**”) among you, the other loan parties party thereto, each lender from time to time party thereto and Golub, as administrative agent, and (ii) that certain First Amendment dated as of the date hereof (the “**Second Lien Amendment**” and, together with the First Lien Amendment, the “**Amendments**”) by and among you and each First Amendment Commitment Party, which amends that certain Second Lien Credit Agreement dated as of April 23, 2019 (the “**Second Lien Credit Agreement**”) among you, the other loan parties party thereto, each lender from time to time party thereto and Golub, as administrative agent. Capitalized terms used but not defined in this letter agreement (this “**Fee Letter**”) shall have the meanings assigned thereto in the First Lien Amendment and/or the Second Lien Amendment, as applicable. This letter agreement is the “First Amendment Fee Letter” referred to in the First Lien Amendment and the Second Lien Amendment.

1. First Lien First Amendment Fees.

As consideration for the First Amendment Term Commitment (as defined in the First Lien Amendment) (the “**First Lien Term Commitment**”) of each First Amendment Commitment Party, you agree to pay (or cause to be paid) to such First Amendment Commitment Party an underwriting and arrangement fee (the “**First Lien Underwriting Fee**”) equal to (i) **2.25%** of the aggregate amount of the First Lien Term Commitment in effect on the First Amendment Closing Date held by such First Amendment Commitment Party (without giving effect to (x) any syndication or assignment of the First Amendment Term Loans (as defined in the First Lien Amendment) (the “**First Lien Term Loans**”) (other than any

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Preferential Allocation) and (y) any First Lien Flex OID Increase (as defined below) to fund any original issue discount (“**OID**”) and/or upfront fees payable in respect of the First Lien Term Loans and required to be paid as a result of any exercise of any Flex Provision), minus (ii) any Preferential Allocation-Related Fee Amount. The First Lien Underwriting Fee will be due and payable in full on, and subject to the occurrence of, the First Amendment Closing Date. In connection with the syndication of the First Lien Term Loans, the First Amendment Commitment Parties may, in their discretion, allocate to the Lenders (as defined below) portions of the First Lien Underwriting Fee.

You agree to pay (or cause to be paid) to each First Amendment Commitment Party an upfront fee (the “**First Lien Upfront Fee**”) in an amount of up to **0.50%** of the aggregate principal amount of the First Lien Term Loans held by such First Amendment Commitment Party as of the First Amendment Closing Date, which First Lien Upfront Fee will be due and payable on, and subject to the occurrence of, the First Amendment Closing Date; *provided* that such First Lien Upfront Fee may, at the election of the First Amendment Commitment Parties in consultation with you and the Sponsors (as defined in the First Lien Credit Agreement), be structured as **OID**; *provided, further*, that if a Successful Syndication occurs, such First Lien Upfront Fee shall be payable only to the extent necessary to place such First Lien Term Loans or commitments in respect thereof at market pricing in syndication; *provided, further*, that if the First Lien Upfront Fee has been paid on or prior to the date that is **sixty (60)** days after the First Amendment Closing Date, and a Successful Syndication of the First Lien Term Loans has been achieved with a First Lien Upfront Fee (or **OID**) that is less than the amount previously paid to the First Amendment Commitment Parties in respect of the First Lien Term Loans, such difference shall be promptly credited (and rebated) to you following such Successful Syndication of the First Lien Term Loans. For the avoidance of doubt, the First Lien Term Loans may be net funded on the First Amendment Closing Date to account for the First Lien Upfront Fee.

At the election of the Incremental Arranger, such election to be made on or after the earlier of (x) allocation of the First Lien Term Loans (as determined by Golub) and (y) 90 days from the date hereof (such date of selection, the “**First Lien Ticking Fee Commencement Date**”), you agree to pay to the Incremental Arranger a nonrefundable ticking fee per annum (the “**First Lien Ticking Fee**”), in an amount equal to (i) from the date hereof through and including the date that is 60 days after the First Lien Ticking Fee Commencement Date, 0%, (ii) from the date that is 61 days after the First Lien Ticking Fee Commencement Date through and including the date that is 90 days after the First Lien Ticking Fee Commencement Date, 50% of the Applicable Rate (as defined in the First Lien Credit Agreement as in effect on the date hereof) applicable to Eurocurrency Loans (as defined in the First Lien Credit Agreement) (as the same may be adjusted pursuant to clause (a) set forth under the heading “Market Flex”) and (iii) from the date that is 91 days after the First Lien Ticking Fee Commencement Date through and including the First Amendment Closing Date, 100% of the Applicable Rate (as defined in the First Lien Credit Agreement as in effect on the date hereof) applicable to Eurocurrency Loans (as defined in the First Lien Credit Agreement) (as the same may be adjusted pursuant to clause (a) set forth under the heading “Market Flex”), which First Lien Ticking Fee shall accrue on the daily undrawn portion of the commitments of the First Lien Term Commitment from the First Lien Ticking Fee Commencement Date until the earlier of (x) the termination or expiration of the commitments under the First Lien Amendment and (y) the First Amendment Closing Date, and shall be payable on such date.

### 2. Second Lien First Amendment Fees.

As consideration for the First Amendment Term Commitment (as defined in the Second Lien Amendment) (the “**Second Lien Term Commitment**”) of each First Amendment Commitment Party, you agree to pay (or cause to be paid) to such First Amendment Commitment Party an underwriting and arrangement fee (the “**Second Lien Underwriting Fee**”) equal to (i) (A) **2.75%** of the aggregate amount of

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the Second Lien Term Commitment in effect on the First Amendment Closing Date held by such First Amendment Commitment Party (without giving effect to (x) any syndication or assignment of the First Amendment Term Loans (as defined in the Second Lien Amendment) (the “**Second Lien Term Loans**”) (other than any Preferential Allocation and any assignments to Private Placement Commitment Parties made by you in accordance with Section 3 below) and (y) any Second Lien Flex OID Increase to fund any OID and/or upfront fees payable in respect of the Second Lien Term Loans and required to be paid as a result of any exercise of any Flex Provision), minus (B) any Preferential Allocation-Related Fee Amount, plus (ii) in each case, without duplication of any amounts payable pursuant to clause (i) above, (A) **0.25%** of the aggregate amount of any Second Lien Term Commitment in effect on the First Amendment Closing Date assigned by you to Private Placement Commitment Parties on or prior to the tenth (10<sup>th</sup>) business day following the date hereof, plus (B) **0.50%** of the aggregate amount of any Second Lien Term Commitment in effect on the First Amendment Closing Date assigned by you to Private Placement Commitment Parties after the tenth (10<sup>th</sup>) business day and up to and including the fifteenth (15<sup>th</sup>) business day following the date hereof. The Second Lien Underwriting Fee will be due and payable in full on, and subject to the occurrence of, the First Amendment Closing Date. In connection with the syndication of the Second Lien Term Loans, the First Amendment Commitment Parties may, in their discretion, allocate to the Lenders portions of the Second Lien Underwriting Fee.

You agree to pay (or cause to be paid) to each First Amendment Commitment Party an upfront fee (the “**Second Lien Upfront Fee**”) in an amount of up to **1.00%** of the aggregate principal amount of the Second Lien Term Loans held by such First Amendment Commitment Party as of the First Amendment Closing Date, which Second Lien Upfront Fee will be due and payable on, and subject to the occurrence of, the First Amendment Closing Date; *provided* that such Second Lien Upfront Fee may, at the election of the First Amendment Commitment Parties in consultation with you and the Sponsors, be structured as OID; *provided, further*, that if a Successful Syndication occurs, such Second Lien Upfront Fee shall be payable only to the extent necessary to place such Second Lien Term Loans or commitments in respect thereof at market pricing in syndication; *provided, further*, that if the Second Lien Upfront Fee has been paid on or prior to the date that is **sixty (60)** days after the First Amendment Closing Date, and a Successful Syndication of the Second Lien Term Loans has been achieved with a Second Lien Upfront Fee (or OID) that is less than the amount previously paid to the First Amendment Commitment Parties in respect of the Second Lien Term Loans, such difference shall be promptly credited (and rebated) to you following such Successful Syndication of the Second Lien Term Loans. For the avoidance of doubt, the Second Lien Term Loans may be net funded on the First Amendment Closing Date to account for the Second Lien Upfront Fee.

At the election of the Incremental Arranger, such election to be made on or after the earlier of (x) allocation of the Second Lien Term Loans (as determined by Golub) and (y) 90 days from the date hereof (such date of selection, the “**Second Lien Ticking Fee Commencement Date**”), you agree to pay to the Incremental Arranger a nonrefundable ticking fee per annum (the “**Second Lien Ticking Fee**”), in an amount equal to (i) from the date hereof through and including the date that is 60 days after the Second Lien Ticking Fee Commencement Date, 0%, (ii) from the date that is 61 days after the Second Lien Ticking Fee Commencement Date through and including the date that is 90 days after the Second Lien Ticking Fee Commencement Date, 50% of the Applicable Rate (as defined in the Second Lien Credit Agreement as in effect on the date hereof) applicable to Eurocurrency Loans (as defined in the Second Lien Credit Agreement) (as the same may be adjusted pursuant to clause (a) set forth under the heading “Market Flex”) and (iii) from the date that is 91 days after the Second Lien Ticking Fee Commencement Date through and including the First Amendment Closing Date, 100% of the Applicable Rate (as defined in the Second Lien Credit Agreement as in effect on the date hereof) applicable to Eurocurrency Loans (as defined in the Second Lien Credit Agreement) (as the same may be adjusted pursuant to clause (b) set forth under the

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heading “Market Flex”), which Second Lien Ticking Fee shall accrue on the daily undrawn portion of the commitments of the Second Lien Term Commitment from the Second Lien Ticking Fee Commencement Date until the earlier of (x) the termination or expiration of the commitments under the Second Lien Amendment and (y) the First Amendment Closing Date, and shall be payable on such date.

### 3. Additional Arranger; Private Placement

Except as set forth below, you agree that no other agents, co-agents, arrangers, bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Fee Letter) will be paid to any Lender by you or any of your subsidiaries or affiliates in order to obtain its commitment to participate in the First Amendment Term Loans unless you and we shall so reasonably agree; *provided* that you may, on or prior to the date which is **fifteen (15)** business days after the date hereof, appoint one or more additional lead arrangers and/or bookrunners (“*Additional Arrangers*”) for the First Amendment Term Loans, and award such Additional Arrangers additional lead arranger, joint bookrunner, agent, co-agent, manager or co-manager titles (together with the Additional Arrangers and/or their respective affiliates providing a commitment hereunder, the “*Additional Commitment Parties*”) or confer other titles in a manner and with the compensatory economics set forth in the immediately succeeding proviso (it being understood that, to the extent you appoint any Additional Commitment Parties or confer other titles in respect of the First Amendment Term Loans, then, notwithstanding anything to the contrary herein or in the First Lien Amendment or the Second Lien Amendment, the commitments of each First Amendment Commitment Party in respect of the First Amendment Term Loans pursuant to the First Lien Amendment and the Second Lien Amendment pursuant to and in accordance with this proviso, will be permanently reduced ratably by the amount of the commitments of such appointed Additional Commitment Party in respect of the First Amendment Term Loans, with such reduction allocated in the manner described in clause (y) of the succeeding proviso, upon the execution and delivery by such Additional Commitment Party (and any relevant affiliate) of customary joinder documentation reasonably acceptable to you or amendment and restatement of the Amendments and, thereafter, each such Additional Commitment Party (and any relevant affiliate) shall constitute a “First Amendment Commitment Party” hereunder and it or its relevant affiliate providing such commitment shall constitute a “First Amendment Term Lender” hereunder and under the First Lien Amendment and the Second Lien Amendment); *provided, further*, that, in connection with the appointment of any Additional Commitment Party for the First Amendment Term Loans in accordance with the immediately preceding proviso (x) the aggregate compensatory economics payable to all such Additional Commitment Parties (or any relevant affiliates thereof) in respect of the First Lien Term Commitment and the Second Lien Term Commitment shall not exceed **20%** of the total compensatory economics that would otherwise be payable to the First Amendment Commitment Parties in respect of either the First Lien Term Commitment or the Second Lien Term Commitment pursuant to this Fee Letter (exclusive of any fees payable to any First Amendment Commitment Party in its capacity as administrative agent under the First Lien Credit Agreement and the Second Lien Credit Agreement), (y) each Additional Commitment Party (or its relevant affiliates) shall assume and commit to provide a proportion of the First Lien Term Commitment and the Second Lien Term Commitment that is equal to the proportion of the economics payable to such Additional Commitment Party and (z) no Additional Commitment Party (together with its affiliates) shall have economics or commitments with respect to the First Lien Term Commitment and the Second Lien Term Commitment greater than the share thereof of Golub Capital Markets LLC.

In addition, notwithstanding anything to the contrary contained herein, it is understood that you may, on or prior to the date that is fifteen (15) business days after the date hereof, assign all or any portion of the Second Lien Term Commitment to one or more banks, financial institutions or other institutional

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lenders or investors (each a “*Private Placement Commitment Party*” and, collectively, “*Private Placement Commitment Parties*”); *provided* that to the extent you assign less than **100.0%** of the Second Lien Term Commitment to Private Placement Commitment Parties, such Second Lien Term Commitment so assigned shall be on the same terms (other than with respect to fees and discounts) and documented by the same definitive documentation as the Second Lien Term Commitment that are not so assigned to Private Placement Commitment Parties. Any Private Placement Commitment Party shall constitute a “First Amendment Term Lender” under the Second Lien Amendment upon the execution and delivery by such Private Placement Commitment Party of customary joinder documentation reasonably acceptable to you or amendment and restatement of the Second Lien Amendment. You shall promptly, and in any event not more than one (1) business day following entry into such joinder documentation or amendment and restatement of the Second Lien Amendment, notify each First Amendment Commitment Party thereof (the “*Commitment Replacement Notice*”). Upon providing the Commitment Replacement Notice to the First Amendment Commitment Parties, (x) you shall have no further obligations hereunder with respect to the portion of the Second Lien Term Commitment so assigned (other than as expressly specified herein) and (y) each First Amendment Commitment Party’s Second Lien Term Commitment and agreements with respect to the portion of the Second Lien Term Commitment so assigned shall immediately and automatically terminate at such time.

#### 4. Syndication.

The First Amendment Commitment Parties intend to syndicate the First Amendment Term Loans pursuant to the First Lien Amendment and the Second Lien Amendment to a group of banks, financial institutions and other lenders identified by us in consultation with you and reasonably acceptable to us and you (such acceptance not to be unreasonably withheld or delayed) (together with each First Amendment Commitment Party, the “*Lenders*”); *provided* that the First Amendment Commitment Parties will not syndicate, participate or otherwise assign any portion of the commitments to any person that is not an Eligible Assignee (as defined in the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable). Notwithstanding any other provision of this Fee Letter to the contrary and notwithstanding any syndication, assignment, participation or other transfer by any First Amendment Commitment Party, (a) the First Amendment Commitment Parties shall not be relieved, released or novated from their respective obligations under the Amendments (including their respective obligations to fund the First Amendment Term Loans) in connection with any syndication, assignment, participation or other transfer of the First Amendment Term Loans, including their respective commitments in respect thereof, until after the initial funding of the First Amendment Term Loans by the First Amendment Commitment Parties on the First Amendment Closing Date, (b) no such syndication, assignment, participation or other transfer of the First Amendment Term Loans, including its commitments in respect thereof, shall become effective with respect to any portion of any First Amendment Commitment Party’s commitments in respect of the First Amendment Term Loans until after the initial funding of the First Amendment Term Loans on the First Amendment Closing Date and (c) unless you agree in writing in your sole discretion, the First Amendment Commitment Parties shall retain exclusive control over all rights and obligations with respect to their commitments in respect of the First Amendment Term Loans, including all rights with respect to consents, waivers, modifications, supplements and amendments, until the First Amendment Closing Date has occurred.

The First Amendment Commitment Parties intend to commence syndication efforts with respect to the First Amendment Term Loans from the date of the Announcement until the earlier to occur of (a) a Successful Syndication and (b) the date that is **sixty (60)** days after the First Amendment Closing Date (such period, the “*Syndication Period*”), you agree to assist (and following the First Amendment Closing Date, to the extent practical and appropriate, to cause the Target to assist) the First Amendment

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Commitment Parties in completing a syndication reasonably satisfactory to the First Amendment Commitment Parties and you. Such assistance shall include (i) using commercially reasonable efforts to ensure that the syndication efforts benefit from your existing banking relationships, (ii) facilitating direct contact between appropriate members of your senior management, on the one hand, and prospective Lenders, on the other hand (and following the First Amendment Closing Date, appropriate members of the Target's senior management and non-legal advisors, on the one hand, and prospective Lenders, on the other hand), (iii) assisting (and following the First Amendment Closing Date, causing the Target to assist) in the preparation of a customary lender presentation for the First Amendment Term Loans (the "**Lender Presentation**") and other customary and reasonably available marketing materials to be used in connection with the syndication of the First Amendment Term Loans, (iv) hosting, with the First Amendment Commitment Parties, one or more conference calls with prospective Lenders (limited to one conference call in respect of the First Lien Term Loans and one conference call in respect of the Second Lien Term Loans, in each case, unless you and we mutually agree) at times and locations to be mutually agreed (and following the First Amendment Closing Date, causing the Target's senior management to be available for such calls), (v) using commercially reasonable efforts to procure, prior to the launch of general syndication of the First Amendment Term Loans, public ratings (but not any specific rating or ratings) for the First Amendment Term Loans from each of Standard & Poor's Ratings Services ("**S&P**") and Moody's Investors Service, Inc. ("**Moody's**"), and public corporate credit ratings (but not any specific rating or ratings) and public corporate family ratings (but not any specific rating or ratings) in respect of the Borrower after giving effect to the Stingray Acquisition from each of S&P and Moody's, respectively, and (vi) using commercially reasonable efforts to ensure that, until the later of the First Amendment Closing Date and the end of the Syndication Period, there shall be no other issues of competing debt securities or commercial bank or other facilities of Gator Intermediate Holdco (UK) Ltd ("**Holdings**"), the Borrower and their respective subsidiaries being offered, placed or arranged (other than (a) the First Amendment Term Loans, (b) revolving borrowings and delayed draw term loan borrowings under the First Lien Credit Agreement in the ordinary course of business, (c) replacements, extensions and renewals of existing indebtedness maturing within one (1) year of the date hereof, (d) any short-term working capital facilities, letters of credit, capital leases, intercompany indebtedness, purchase money indebtedness and equipment financings, in each case, incurred in the ordinary course of business for general corporate purposes, (e) any preferred equity and (f) other debt approved by each First Amendment Commitment Party (such approval not to be unreasonably withheld, delayed or conditioned)) that would have a materially adverse impact on the primary syndication of the First Amendment Term Loans. Notwithstanding anything to the contrary contained in this Fee Letter, none of your obligations pursuant to this Section 4, the commencement or completion of the syndication of the First Amendment Term Loans, or the obtaining of ratings for the First Amendment Term Loans, shall in any way constitute a condition to the availability or the initial funding of the First Amendment Term Loans on the First Amendment Closing Date. For the avoidance of doubt and notwithstanding anything to the contrary herein, you will not be required to provide any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation or any obligation of confidentiality binding on Holdings, you or any of its or your respective subsidiaries, or waive any privilege that may be asserted by Holdings, you or any of its or your respective subsidiaries or affiliates.

Subject to your consent rights set forth in the first paragraph of this Section 4, the First Amendment Commitment Parties, in their capacity as such, will manage, in consultation with you, all aspects of the syndication of the First Amendment Term Loans, including decisions as to the selection of prospective Lenders (which, in any event, shall not include any person that is not an Eligible Assignee) to be approached and when they will be approached, when the Lenders' commitments will be accepted, which prospective Lenders (other than any person that is not an Eligible Assignee) will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders.

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You acknowledge that (a) the First Amendment Commitment Parties on your behalf will make available on a confidential basis customary marketing materials, including the Projection Materials, the Information, the Lender Presentation (collectively, the “**Information Materials**”), to prospective Lenders in respect of the First Amendment Term Loans by posting such Information Materials on IntraLinks, SyndTrak Online or another similar secure electronic transmission system or by electronic mail and (b) certain prospective Lenders may be “public side” Lenders (i.e., Lenders that have personnel that do not wish to receive material non-public information (within the meaning of the United States federal and state securities laws, U.K. securities laws and other applicable foreign securities laws, “**MNPI**”) with respect to Holdings, you and its and your respective subsidiaries, the respective securities of any of the foregoing or the Stingray Acquisition) (such prospective Lenders described in this clause (b), “**Public Lenders**”). At the reasonable request of the First Amendment Commitment Parties, you agree (a) to assist the First Amendment Commitment Parties in the preparation of an additional version of the Information Materials to be used in connection with the syndication of the First Amendment Term Loans consisting exclusively of information and documentation with respect to Holdings, you and its and your respective subsidiaries, the respective securities of each of the foregoing and the Stingray Acquisition that is information and documentation of a type that either (i) would customarily be made publicly available (or be derivable from information and documentation that would customarily be made publicly available) if Holdings, you and its and your respective subsidiaries were public reporting companies, as determined in good faith by you, or (ii) is not material with respect to Holdings, you and its and your respective subsidiaries, the respective securities of any of the foregoing or the Stingray Acquisition for purposes of United States Federal and state securities laws, U.K. securities laws and other applicable foreign securities laws, as determined in good faith by you (such version of the Information Materials, the “**Public Lender Information Materials**”), and (b) to identify that portion of the Information Materials relating to Holdings, you and its and your respective subsidiaries that may be distributed to Public Lenders, which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof. By marking any portion of the Information Materials “PUBLIC”, you shall be deemed to have authorized the First Amendment Commitment Parties and the prospective Lenders to treat such portion of the Information Materials as not containing any MNPI (it being agreed and understood that you shall not be under any obligation to mark any Information Materials “PUBLIC”). It is understood that the information to be included in the Public Lender Information Materials will not be required to be any more expansive than the Information Materials. It is understood that in connection with your assistance described above, customary authorization letters executed by you will be included in the Lender Presentation, pursuant to which you will authorize the distribution of the Lender Presentation to prospective Lenders. In addition, the Lender Presentation will contain customary language exculpating us, Holdings, you, the Sponsors, and our, your and their respective subsidiaries or affiliates with respect to any liability related to the use of the contents of such information or any marketing material by the recipient thereof in violation of applicable securities laws. You acknowledge and agree that the following documents may be distributed to Public Lenders (*provided* that you and your counsel have been given a reasonable opportunity to review such documents prior to such distribution and have not advised us in writing (including by email) that such documents should not be distributed to Public Lenders): (a) the Amendments; (b) administrative materials prepared by the First Amendment Commitment Parties for prospective Lenders (such as a Lender meeting invitation, allocations and funding and closing memoranda (but excluding any projections (including the Projection Materials))); and (c) notification of changes in the terms of the First Lien Term Loans or the Second Lien Term Loans, as applicable (other than the terms of any fee letter (including this Fee Letter)).

### 5. Information.

You hereby represent that (with respect to Information and Projection Materials concerning the Target and its subsidiaries, to your knowledge) (a) all written information concerning the Borrower, the

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Target and their respective subsidiaries (other than any projections, budgets, estimates and forward looking statements (collectively, the “*Projection Materials*”) and information of a general economic or industry-specific nature (including any third-party memos or reports)) that has been or will be made available to us by you or your representatives on your behalf with your authorization in connection with the transactions contemplated hereby (the “*Information*”), when taken as a whole after giving effect to all supplements and updates provided thereto, does not or will not, when furnished, supplemented or updated, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time), and (b) the Projection Materials that have been or will be made available to us by you or your representatives on your behalf with your authorization in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished (it being recognized by the First Amendment Commitment Parties (i) that such Projection Materials are not to be viewed as facts or a guarantee of performance and are subject to significant uncertainties and contingencies many of which are beyond your control and (ii) that no assurance can be given that any particular financial projections will be realized, and that actual results during the period or periods covered by any such Projection Materials may differ from the projected results, and that such differences may be material). You agree that if, at any time prior to the later of (a) the First Amendment Closing Date and (b) the end of the Syndication Period, you become aware that any of the representations in the preceding sentence would be incorrect, when taken as a whole, in any material respect if the Information or the Projection Materials were being furnished and such representations in the first sentence of this paragraph were being made at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projection Materials so that (with respect to Information and Projection Materials concerning the Target and its subsidiaries, to your knowledge) such representations, as supplemented, are correct, when taken as a whole, in all material respects, under those circumstances, it being agreed and understood that such supplementation shall cure any breach of such representations. Notwithstanding anything to the contrary contained herein, none of the making of any representation under this Section 5, the provision of any supplement to any Information or the Projection Materials or the accuracy of any such representation or supplement shall constitute a condition to the availability or the initial funding of the First Amendment Term Loans on the First Amendment Closing Date. You understand that in arranging and syndicating the First Amendment Term Loans we may use and rely on the Information and the Projection Materials without independent verification thereof, and we do not assume responsibility for the accuracy or completeness of the Information or the Projection Materials.

### 6. Alternate Transaction Fee.

In the event that, during the **six (6)** month period commencing on the date hereof, you or any of your subsidiaries or affiliates consummate the Stingray Acquisition or any similar transaction that results in the acquisition of all or substantially all of the equity securities or assets of the Target and its subsidiaries (any such transaction being called an “*Alternate Transaction*”) and any First Amendment Commitment Party does not act in the capacities contemplated for it by the First Lien Amendment or Second Lien Amendment, as applicable, with respect to any senior secured credit facility or other bank-syndicated debt financing or debt securities incurred to finance the Stingray Acquisition or any such Alternate Transaction (collectively, the “*Alternate Transaction Facilities*”), unless (i) such First Amendment Commitment Party has breached its obligation to provide, on the terms and conditions contemplated hereby and by the First Lien Amendment or the Second Lien Amendment, as applicable, the portion of the First Amendment Term Loans committed to by it under the First Lien Amendment or Second Lien Amendment, as applicable, or otherwise failed to reaffirm such obligation following a request therefor, (ii) such First Amendment Commitment Party has terminated the First Lien Amendment or the Second Lien Amendment, as



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applicable, prior to its stated termination date with respect to the portion of with respect to the portion of the First Amendment Term Loans committed to by it under the First Lien Amendment or the Second Lien Amendment, as applicable, (iii) such First Amendment Commitment Party is an affiliate of any agent, arranger, lender or purchaser of any Alternate Transaction Facility or (iv) such First Amendment Commitment Party has been offered the opportunity to provide, place, arrange or underwrite such Alternate Transaction Facilities on the same (or substantially similar or better) economic terms (taken as a whole) and subject to the same (or substantially similar or more favorable) conditions to initial funding thereunder and with not less than the percentage of compensatory economics applicable to such First Amendment Commitment Party specified in the First Lien Amendment or the Second Lien Amendment, as applicable, and this Fee Letter (and in any event, you shall be deemed to have satisfied your obligations under this clause (iii) if such First Amendment Commitment Party has not committed in writing to provide the financing for such Alternate Transaction within ten (10) business days after receipt of such offer from you), you will pay (or cause to be paid) to such First Amendment Commitment Party a fee in an amount equal to the sum of **50%** of the First Lien Underwriting Fee and **50%** of the Second Lien Underwriting Fee that would have been payable to such non-declining, non-breaching and non-termination First Amendment Commitment Party on the date of the funding of the First Amendment Term Loans as set forth above, immediately upon consummation of the Stingray Acquisition or such Alternate Transaction, as applicable; *provided* that such fees shall not be due or payable to the extent the applicable Alternate Transaction Facility consists of commitments assigned by you in accordance with Section 4 above. The agreements in this paragraph shall remain in effect notwithstanding the termination of the First Lien Amendment and Second Lien Amendment, as applicable, or the commitments of the First Amendment Commitment Parties thereunder. The payment to the First Amendment Commitment Parties of the full amount owing under this paragraph, if any, shall discharge you from your obligations (other than your confidentiality obligations) under this Fee Letter.

### 7. Preferential Allocation.

Notwithstanding any other provision of this Fee Letter, the First Amendment Commitment Parties (i) shall permit funds or other investment vehicles that are advised or managed by entities affiliated or associated with the Sponsors (collectively, the “*Sponsor Related Funds*”) to purchase up to **15%** of the aggregate amount of the First Lien Term Commitment and the Second Lien Term Commitment (which percentage may be allocated between the First Lien Term Commitment and the Second Lien Term Commitment in your sole discretion) on the same terms as offered to other parties in the applicable syndication (the “*Preferential Allocation*”) and (ii) shall not be entitled to retain the portion of the First Lien Underwriting Fee or Second Lien Underwriting Fee, as applicable, that relates to the portion of the First Lien Term Commitment or the Second Lien Term Commitment, as applicable, purchased by such Sponsor Related Funds (including, for the avoidance of doubt, any amount of the First Lien Term Commitment and the Second Lien Term Commitment in excess of the **15%** threshold specified in clause (i) above by such Sponsor Related Funds in the applicable syndication) (such portion of the applicable fees, the “*Preferential Allocation-Related Fee Amount*”) (it being agreed and understood that any Preferential Allocation-Related Fee Amount shall be passed through by the First Amendment Commitment Parties to the Sponsor Related Funds on a pro rata basis based on the amount of the First Lien Term Commitment and the Second Lien Term Commitment purchased by such Sponsor Related Funds (and, for the avoidance of doubt, reduce the First Lien Underwriting Fee that otherwise would have been payable to each First Amendment Commitment Party in respect of the First Lien Term Commitment and the Second Lien Underwriting Fee that otherwise would have been payable to the First Amendment Commitment Parties in respect of the Second Lien Term Commitment, as applicable)); *provided* that such Sponsor Related Funds shall have committed in writing to the Preferential Allocation prior to the later of (x) the general syndication deadline for the First Amendment Term Loans and (y) the date that is **fifteen (15)** business days after the

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date hereof.

### 8. Market Flex.

The First Amendment Commitment Parties shall be entitled, in consultation with you and the Sponsors after giving you and the Sponsors at least two (2) business days' notice and the opportunity to participate in syndication, (i) with respect to the First Lien Term Loans at any time on or prior to the earlier of (x) the First Amendment Closing Date and (y) a Successful Syndication of the First Lien Term Loans, to make the changes (and only the following changes) set forth in clause (a) below to the First Lien Term Loans and (ii) with respect to the Second Lien Term Loans at any time on or prior to the earlier of (x) the First Amendment Closing Date and (y) a Successful Syndication of the Second Lien Term Loans, to make the changes (and only the following changes) set forth in clause (b) below to the Second Lien Term Loans (all such changes to the First Lien Term Facilities or the Second Lien Facility, the "***Flex Provisions***"), in each case, if the First Amendment Commitment Parties reasonably determine that (x) any such change is necessary or advisable in order to ensure a Successful Syndication of the applicable First Amendment Term Loans or (y) if the applicable First Amendment Term Loans cannot be Successfully Syndicated prior to the First Amendment Closing Date) (it being understood that "***Successful Syndication***" and "***Successfully Syndicated***" means (1) with respect to the First Lien Term Loans, that Golub shall not hold more than ■ of the First Lien Term Loans, and (2) with respect to the Second Lien Term Loans, that Golub shall not hold more than ■ of the Second Lien Term Loans:

(a) increase the applicable margin applicable to the First Lien Term Loans by (x) not more than ■ basis points per annum or (y) if Successful Syndication has not occurred on or prior to September 1, 2019, ■ basis points per annum; *provided* that (i) up to ■ basis points (or ■ basis points if Successful Syndication has not occurred on or prior to September 1, 2019) per annum of any increase in applicable margins permitted hereunder may be implemented, but only after consultation with you, in the form of upfront fees (which for purposes of this paragraph will be deemed to constitute like amounts of OID) or OID, with OID under this paragraph being equated to interest rates based on an assumed four-year average life to maturity and without any present value discount (e.g., 50 basis points of margin so utilized equals 200 basis points in OID), so long as OID under the First Lien Term Loans shall not exceed ■ (or ■ if Successful Syndication has not occurred on or prior to September 1, 2019) of the aggregate principal amount of the First Lien Term Loans (inclusive of the First Lien Upfront Fee); and (ii) in the event any such increase in applicable margin permitted under this paragraph is in the form of upfront fees and/or OID, at the Borrower's option, the First Lien Term Commitment shall be increased in an amount sufficient to fund the entire amount of such upfront fees and OID ("***First Lien Flex OID Increase***"); and

(b) increase the applicable margin under the Second Lien Term Loans by not more than ■ basis points per annum; *provided* that (i) up to ■ basis points per annum of any increase in applicable margins permitted hereunder may be implemented, but only after consultation with you, in the form of upfront fees (which for purposes of this paragraph will be deemed to constitute like amounts of OID) or OID, with OID under this paragraph being equated to interest rates based on an assumed four-year average life to maturity and without any present value discount (e.g., 50 basis points of margin so utilized equals 200 basis points in OID) so long as OID under the Second Lien Term Loans shall not exceed ■ of the aggregate principal amount of the Second Lien Term Loans (inclusive of Second Lien Upfront Fee); and (ii) in the event any such increase in applicable margin permitted under this paragraph is in the form of upfront fees and/or OID, at the Borrower's option, the First Amendment Term Commitment shall be increased in an amount sufficient to fund the entire amount of such upfront fees and OID ("***Second Lien Flex OID Increase***").

### 9. Confidentiality.

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This Fee Letter is delivered to you on the understanding that neither this Fee Letter nor any of its contents shall be disclosed by you, directly or indirectly, without the prior written approval of the First Amendment Commitment Parties (such approval not to be unreasonably withheld, conditioned or delayed), to any other person, except (a) to the Sponsors and your and their respective subsidiaries, equityholders and other investors, officers, directors (or comparable persons), employees, affiliates, attorneys, accountants, agents and advisors (collectively, “**Representatives**”) on a confidential basis, (b) to the Target and its subsidiaries and it and their respective Representatives on a confidential basis; *provided* that in the case of any disclosure of the Fee Letter or the contents hereof to the Target under this clause (b) prior to the publication of the Scheme Circular, the Fee Letter shall be redacted in a manner consistent with the legal requirements of the City Code and/or the Panel (it being agreed and understood, for the avoidance of doubt, that this clause (b) shall not restrict any disclosure of the Fee Letter or the contents thereof permitted under clauses (c) or (e) below), (c) in any legal, judicial or administrative proceeding or as otherwise required by the City Code or other applicable law, rule or regulation or as requested by the Panel or other governmental authority (in which case you agree, to the extent permitted by the City Code or other law, rule or regulation, to inform us promptly thereof), (d) in connection with the exercise of any remedy or enforcement of any right under this Fee Letter, (e) the existence and the contents of this Fee Letter (but not the contents hereof, except the aggregate amount of the fees payable thereunder and the results of the exercise of any Flex Provision (i) as part of the projections, *pro forma* information or any generic disclosure of aggregate sources and uses in the Information Materials and other related disclosures, (ii) to the extent used for customary accounting purposes, including accounting for deferred financing costs, (iii) in any funds flow memoranda prepared in connection with the closing of the Stingray Acquisition, (iv) to any Lenders or participants or prospective Lenders or participants or (v) to any rating agency) in any Information Materials, to any Lenders or participants or prospective Lenders or participants, to any rating agency or to the extent required in connection with any public filing required in connection with the Stingray Acquisition and (f) as part of the financial statements of the Borrower, the Target or your or its affiliates. The foregoing restrictions shall cease to apply from and after the date that is one (1) year after the date first written above.

The First Amendment Commitment Parties and their affiliates shall use all information provided to them by or on behalf of you hereunder or in connection with the Stingray Acquisition and the other transactions contemplated hereby (including any information obtained by them based on a review of any books and records relating to Holdings, the Borrower or the Target or any of their respective subsidiaries or affiliates) solely for the purposes of providing the services contemplated by this Fee Letter to you and shall treat confidentially all such information and this Fee Letter, the Amendments and the contents hereof and thereof shall not, directly or indirectly, publish, disclose or otherwise divulge such information or the Fee Letter, the Amendments or the contents hereof or thereof, except (a) to rating agencies in connection with obtaining the ratings described above, (b) subject to the provisions set forth in Section 4 above, to any Lenders or participants or prospective Lenders, or participants (other than Disqualified Institutions), (c) in any legal, judicial or administrative proceeding or as otherwise required by the City Code or other applicable law, rule or regulation or as requested or demanded by the Panel or other governmental authority or self-regulatory authority (in which case such First Amendment Commitment Party shall (i) promptly notify you, in advance, to the extent permitted by the City Code or other law, rule or regulation, except with respect to any audit or examination conducted by bank accountants or any governmental or regulatory authority exercising examination or regulatory authority, and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment, (d) solely in connection with the First Amendment Term Loans, the Stingray Acquisition and the other transactions contemplated hereby, on a confidential basis to their respective Representatives, (e) to the extent any such information becomes publicly available other than by reason of disclosure by any First Amendment Commitment Party or its Representatives in breach of this Fee Letter or any other confidentiality obligations owed to you, either Sponsor, the Target or your or their respective Representatives, (f) for purposes of establishing a “due

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diligence” defense, (g) to the extent that such information is received by such First Amendment Commitment Party or its respective Representatives from a third party that is not known (after due inquiry) by such First Amendment Commitment Party to be subject to applicable confidentiality obligations to you, either Sponsor, the Target or your or their respective Representatives and (h) in connection with the exercise of any remedy or enforcement of any right under this Fee Letter; *provided* that any disclosure to any Lender or prospective Lender or participant permitted pursuant to the foregoing shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant that such disclosure is being made on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and the Incremental Arranger, including, without limitation, as agreed in the Lender Presentation or the other Information Materials) in accordance with the standard syndication processes of such First Amendment Commitment Party or customary market standards for dissemination of such type of information, which shall in any event require “click through” or other affirmative action on the part of the recipient to access such disclosure and acknowledge its confidentiality obligations in respect thereof and be consistent with the requirements of the UK Takeover Code and in particular, Practice Statement No. 25 issued by the UK Takeover Panel; *provided, further*, that, no such disclosure shall be made by any First Amendment Commitment Party, directly or indirectly, to (A) any of its Representatives that are engaged as principals primarily in private equity, mezzanine financing or venture capital or (B) any of its Representatives that are engaged or potentially engaged directly or indirectly in a sale of the Target and its subsidiaries as a sell-side representative (collectively, the “*Excluded Parties*”) (it being agreed and understood that, solely for purposes of this Section 9, Excluded Parties shall not include, and disclosure may be made to, a limited number of senior employees who are required, in accordance with industry regulations or the applicable First Amendment Commitment Party’s bona fide internal policies and procedures, to act in a supervisory capacity and such First Amendment Commitment Party’s internal legal, compliance, risk management, credit or investment committee members, in each case, solely in their respective capacities as such); *provided, further*, that, for the avoidance of doubt, in no event shall any disclosure be made to any Disqualified Institution. The foregoing restrictions shall cease to apply from and after the date that is one (1) year after the date first written above.

It is agreed and understood that no First Amendment Commitment Party may advertise or promote its role in arranging or providing any portion of the First Amendment Term Loans (including in any newspaper or other periodical, on any website or similar place for dissemination of information on the internet, as part of a “case study” incorporated into promotional materials, in the form of a “tombstone” advertisement or otherwise) without the prior written consent of the Borrower (which consent may be withheld in the Borrower’s sole and absolute discretion).

### 10. Miscellaneous.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of the Commitment Parties to provide any financing; such an obligation will arise only under the Amendments in accordance with their terms. This Fee 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. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Fee Letter shall not be assignable by any party hereto without the prior written consent of each other party party hereto (and any purported assignment without such consent shall be null and void). The provisions of this Fee Letter shall survive the expiration or termination of the Amendments, the commitments thereunder and the funding of the First Amendment Term Loans. This Fee Letter may be executed in any number of counterparts, each of which shall be 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 Letter by facsimile transmission or by “.pdf” or other

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electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter.

THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The jurisdiction, service of process, waiver of right to trial by jury, no advisory or fiduciary responsibility and affiliate activities provisions in Sections 10.15, 10.16, 10.17, 10.19 and 10.20 of each of the First Lien Credit Agreement and Second Lien Credit Agreement are incorporated herein by reference *mutatis mutandis*.

You confirm and agree that the indemnification provisions set forth in Section 10.05 of each of the First Lien Credit Agreement and Second Lien Credit Agreement will apply and be enforceable (on the terms and subject to the limitations set forth herein) by the First Amendment Commitment Parties in respect of their execution and delivery of this Fee Letter and all claims based upon or arising in connection therewith, *mutatis mutandis*.

*[Remainder of this 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 Letter shall become a binding agreement between us.

Very truly yours,  
**GOLUB CAPITAL MARKETS LLC**


By: 

Name: Andrew H. Steuerman

Title: Senior Managing Director

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

**APTEAN, INC.**

By:   
Name: Katherine Dunn  
Title: Vice President and Secretary

**GATOR INTERMEDIATE HOLDCO (UK) LTD**


By: \_\_\_\_\_  
Name: Hythem El-Nazer  
Title: Director

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

**APTEAN, INC.**

By: \_\_\_\_\_  
Name: Katherine Dunn  
Title: Vice President and Secretary

**GATOR INTERMEDIATE HOLDCO (UK) LTD**

By:  \_\_\_\_\_  
Name: Hythem El-Nazer  
Title: Director