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**United States**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**Current Report**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (date of earliest event reported):**  
**August 12, 2015**

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**Fidelity National Information Services, Inc.**  
(Exact name of Registrant as Specified in its Charter)

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**1-16427**  
(Commission File Number)

**Georgia**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**37-1490331**  
(IRS Employer  
Identification Number)

**601 Riverside Avenue**  
**Jacksonville, Florida 32204**  
(Addresses of Principal Executive Offices)

**(904) 854-5000**  
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry into a Material Definitive Agreement

### *Merger Agreement*

On August 12, 2015, Fidelity National Information Services, Inc., a Georgia corporation ("FIS"), SunGard, a Delaware corporation ("SunGard"), SunGard Capital Corp. II, a Delaware Corporation ("SCCII"), Seahawk Merger Sub 1, Inc., a Delaware corporation and a wholly-owned subsidiary of FIS ("Merger Sub 1"), Seahawk Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of FIS ("Merger Sub 2") and Seahawk Merger Sub 3, Inc., a Delaware corporation and wholly-owned subsidiary of FIS ("Merger Sub 3"), and together with Merger Sub 1 and Merger Sub 2, the "Merger Subs"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which (i) Merger Sub 1 will merge with and into SunGard ("Merger 1"), with SunGard continuing as the surviving corporation (the "Merger 1 Surviving Corporation"), (ii) the Merger 1 Surviving Corporation will merge with and into Merger Sub 2 (the "Follow-On Merger 1"), with Merger Sub 2 continuing as the surviving company (the "Follow-On 1 Surviving Company"), (iii) Merger Sub 3 will merge with and into SCCII ("Merger 2"), with SCCII continuing as the surviving corporation (the "Merger 2 Surviving Corporation"), and (iv) the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company (the "Follow-On Merger 2") and, together with Merger 1, Follow-On Merger 1 and Merger 2, the "Mergers"), with the Follow-On 1 Surviving Company continuing as the surviving company and as a wholly owned subsidiary of FIS.

Subject to the terms and conditions of the Merger Agreement, which has been approved by the board of directors of each of FIS, Merger Sub 1, Merger Sub 3, SunGard and SCCII and the managing member of Merger Sub 2, at the effective time of the Mergers and without any action on the part of the holders thereof, the outstanding shares of SunGard Class L common stock ("Class L Common Stock") and SCCII preferred stock ("SCCII Preferred Stock") and the vested options, vested appreciation units and vested restricted stock units ("RSUs") of SunGard and SCCII, as described below, will be converted into the right to receive an aggregate of 44,663,899 shares of common stock of FIS and \$2,288,700,000 in cash, subject to certain adjustments and less the number of FIS shares representing unvested RSUs of SunGard and SCCII that will be converted into RSUs of FIS at the closing of the Mergers, as described below. Each outstanding share of SunGard Class A common stock ("Class A Common Stock") and SCCII common stock will be cancelled, retired and cease to exist, and no consideration will be delivered in exchange therefor. In connection with the Mergers, FIS will also assume, repay or refinance all of SunGard's outstanding debt, totaling approximately \$4.6 billion as of June 30, 2015.

Immediately prior to the consummation of the Mergers, each outstanding unvested option and appreciation unit of SunGard and SCCII, other than any underwater options or appreciation units of SunGard and SCCII, will fully vest. On the consummation of the Mergers, each outstanding vested option, vested appreciation unit, and vested RSU of SunGard and SCCII will, without any further action on the part of any holder thereof, be canceled. In respect of each canceled vested RSU of SunGard and SCCII, the holder thereof will receive the amount of merger consideration payable in respect of the Class L Common Stock and SCCII Preferred Stock underlying the canceled RSU. In respect of each canceled vested option and vested appreciation unit (other than any underwater options or appreciation units), the holder thereof will receive the amount by which the merger consideration payable in respect of the Class L Common Stock and SCCII Preferred Stock underlying the canceled options or appreciation units exceeds the applicable exercise price or base price. Generally, each unvested RSU of SunGard and SCCII outstanding immediately prior to the consummation of the Mergers will not become fully vested, but will instead be converted into the number of RSUs of FIS common stock obtained by dividing the value, as of shortly prior to the closing of the Mergers, of the aggregate merger consideration that would have otherwise been payable in respect of the Class L Common Stock and SCCII Preferred Stock underlying such unvested RSU by the value, as of shortly prior to the closing of the Mergers, of a share of FIS common stock.

The consummation of the Mergers is subject to certain customary closing conditions, including, among others, (i) the requisite approval of the Mergers by the stockholders of SunGard and SCCII, (ii) the absence of any law or order that is in effect and restrains, enjoins or otherwise prohibits the Mergers, (iii) the receipt of specified regulatory approvals or the expiration or termination of applicable waiting periods, including under the applicable antitrust laws of certain jurisdictions, including the expiration or termination of the applicable waiting period under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, (iv) the Form S-4 to be filed by FIS with respect to the shares of the FIS common stock to be issued in the Mergers being declared effective by the Securities and Exchange Commission (the “SEC”), (v) the shares of common stock of FIS to be issued in the Mergers being approved for listing on the New York Stock Exchange and (vi) FIS’s legal counsel not having been informed in writing that any of the statements contained in certain tax representation letters delivered by SunGard and each of the Sponsor Stockholders (as defined below) are or have become untrue or incorrect in any respect (provided that this condition will be deemed satisfied with respect to certain statements in such letters related to FIS in the event that at or immediately prior to the closing of the Mergers, FIS does not execute and deliver to its legal counsel (with a copy to SunGard) a tax representation letter in the form previously agreed among the parties).

The Merger Agreement contains certain termination rights by either FIS or SunGard, including if (i) the Merger is not consummated by June 30, 2016 or (ii) any governmental authority of competent jurisdiction has taken any action prohibiting the consummation of any of the Mergers substantially on the terms contemplated by the Merger Agreement. In addition, in certain circumstances, FIS may terminate the Merger Agreement if (i) SunGard and SCCII stockholder approval is not obtained by the 25th business day following the effectiveness of the Form S-4 or (ii) SunGard materially breaches any of its representations, warranties or covenants in the Merger Agreement (and does not cure within 20 days after written notice of such breach or, if earlier, by the 3rd day prior to the termination date) such that the closing conditions relating thereto cannot be satisfied. Further, in certain circumstances, SunGard may terminate the Merger Agreement if FIS or any Merger Sub breaches any of its respective representations, warranties or covenants in the Merger Agreement (and does not cure within 20 days after written notice of such breach or, if earlier, by the 3rd day prior to the termination date) such that the closing conditions relating thereto cannot be satisfied.

The Merger Agreement contains detailed representations and warranties of FIS, the Merger Subs, SunGard and SCCII. FIS and SunGard have agreed to various covenants and agreements, including, among others, an agreement to conduct their respective businesses in the ordinary course during the period prior to the closing of the Mergers and not to engage in certain kinds of transactions during this period. The Merger Agreement generally requires each party to use reasonable best efforts to obtain the required regulatory approvals, subject to certain limitations.

The foregoing description of the Mergers and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is attached hereto as Exhibit 2.1, and is incorporated into this report by reference. The Merger Agreement has been included to provide investors and securityholders with information regarding its terms. It is not intended to provide any other factual information about FIS, SunGard or their respective subsidiaries and affiliates. The Merger Agreement contains representations and warranties of each of FIS and the Merger Subs, on the one hand, and SunGard and SCCII, on the other hand, made solely for the benefit of the other. The assertions embodied in those representations and warranties are qualified by information in confidential disclosure schedules that the parties have exchanged in connection with signing the Merger Agreement. The disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were used for the purpose of allocating risk between FIS and the Merger Subs, on the one hand, and SunGard and SCCII, on the other hand. Accordingly, investors and

securityholders should not rely on the representations and warranties in the Merger Agreement as characterizations of the actual state of facts or condition of FIS, the Merger Subs, SunGard or SCCII or their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures.

#### *Support and Standstill Agreement*

Following the entry into the Merger Agreement, FIS entered into support and standstill agreements (collectively, the “Support and Standstill Agreements”), each dated as of the date of the Merger Agreement, with certain stockholders of SunGard and SCCII (each a “Sponsor Stockholder”) with respect to all shares of (a) Class A Common Stock, (b) Class L Common Stock, (c) SCCII Preferred Stock and (d) voting common stock of FIS, in each case, that each such Sponsor Stockholder beneficially owns as of the date thereof, or thereafter. The Class A Common Stock, Class L Common Stock and SCCII Preferred Stock subject to the Support and Standstill Agreements constituted approximately 84% of the outstanding shares of each of the Class A Common Stock, Class L Common Stock and SCCII Preferred Stock as of the date of the Merger Agreement. On the terms and conditions set forth in the Support and Standstill Agreements, each Sponsor Stockholder agreed to deliver a written consent adopting the Merger Agreement and approving the Mergers following the delivery of an effective registration statement on Form S-4 filed by FIS with respect to the shares of FIS common stock acquired in the Mergers, and further, vote in favor of adopting the Merger Agreement and approving the Mergers at any meeting of SunGard and SCCII stockholders and against, among other things, another acquisition proposal or merger. Under the Support and Standstill Agreements, subject to certain exceptions, no more than 25% of the shares of FIS common stock received by a Sponsor Stockholder in the Mergers may be transferred during the first 90 days following the closing date of the Mergers and no more than 50% of such shares may be transferred during the first 180 days following such date. The Support and Standstill Agreements each contains a customary standstill provision, as well as a non-solicitation provision relating to certain members of the executive management team of SunGard, each of which are effective from the closing date of the Mergers until, in the case of the standstill provision, the date on which the applicable Sponsor Stockholder no longer beneficially owns an aggregate of at least 0.5% of the common stock of FIS, and, in the case of the non-solicitation provision, the date that is one year following the closing date of the Mergers. The Support and Standstill Agreements will generally remain in full force and effect until fully performed by the parties thereto, with limited exceptions, including termination upon the termination of the Merger Agreement in accordance with the terms therein. The foregoing description of the Support and Standstill Agreements is qualified in its entirety by reference to the full text of the Support and Standstill Agreements, which are attached hereto as Exhibits 10.1 through 10.7 and are incorporated herein by reference.

#### *Registration Rights Agreement*

Concurrently with the entry into the Merger Agreement, FIS entered into a Registration Rights Agreement (the “Registration Rights Agreement”), dated as of the date of the Merger Agreement and effective as of the effective time of the Mergers, with the Sponsor Stockholders, pursuant to which each Sponsor Stockholder is entitled to certain demand registration rights, piggyback registration rights and shelf registration rights with respect to shares of FIS common stock it acquires in the Mergers, in each case, subject to certain limitations. The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is attached hereto as Exhibit 10.8 and is incorporated herein by reference.

## *Commitment Letter*

Concurrently with the entry into the Merger Agreement, FIS entered into a financing commitment letter (the “Bridge Commitment Letter”) with Bank of America, N.A. (“Bank of America”), Merrill Lynch Pierce, Fenner & Smith Incorporated (“MLPFS”), Wells Fargo Bank, National Association (“Wells Fargo Bank”) and Wells Fargo Securities, LLC (“Wells Fargo Securities”) and, together with Bank of America, MLPFS and Wells Fargo Bank, the “Finance Parties”), pursuant to which Bank of America and Wells Fargo Bank have committed to provide FIS a \$6.9 billion bridge facility (the “Bridge Facility”), including a \$4.3 billion backstop facility in the event certain proposed amendments to its existing senior credit facility are not obtained. The commitments of Bank of America and Wells Fargo Bank to provide the Bridge Facility are subject to certain conditions set forth in the Bridge Commitment Letter. FIS will pay customary fees and expenses in connection with obtaining the Bridge Facility. The foregoing description of the Bridge Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the Bridge Commitment Letter, which is attached hereto as Exhibit 10.9 and incorporated by reference herein.

## **Forward-looking Statements**

This Form 8-K may contain statements, estimates or projections that constitute “forward-looking statements” pursuant to the safe harbor provisions of the U.S. federal securities laws. Generally, the words “believe,” “expect,” “intend,” “estimate,” “anticipate,” “project,” “will” and similar expressions identify forward-looking statements, which generally are not historical in nature. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from FIS’s historical experience and FIS’s present expectations or projections. These risks include, but are not limited to, the risk that the transaction described herein will not be completed or will not provide the expected benefits, or that FIS will not be able to achieve the synergies anticipated, changes in general economic, business and political conditions, including the possibility of intensified international hostilities, acts of terrorism, and changes in either or both the United States and international lending, capital and financial markets, and changes in foreign exchange rates, the effect of legislative initiatives or proposals, statutory changes, governmental or other applicable regulations and/or changes in industry requirements, including privacy regulations, the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in or new laws or regulations affecting the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries, changes in the growth rates of the markets for FIS solutions, failures to adapt FIS services and products to changes in technology or in the marketplace, internal or external security breaches of our systems, including those relating to the theft of personal information and computer viruses affecting FIS software or platforms, and the reactions of customers, card associations, government regulators and others to any such events, the reaction of FIS’s current and potential customers to communications from FIS or its regulators regarding information security, risk management, internal audit or other matters, competitive pressures on pricing related to FIS’s solutions including the ability to attract new, or retain existing, customers, an operational or natural disaster at one of FIS’s major operations centers, and other risks detailed in FIS’s filings with the SEC, including the “Risk Factors” section of FIS’s Annual Report on Form 10-K for the year ended December 31, 2014, and subsequent SEC filings. Investors and securityholders should not place undue reliance on forward-looking statements, which speak only as of the date they are made. FIS undertakes no obligation to publicly update or revise any forward-looking statements.

## **Additional Information for SunGard Stockholders**

In connection with the proposed transaction, FIS currently intends to file a Registration Statement on Form S-4 that will include a consent solicitation statement of SunGard. FIS also plans to file other

relevant materials with the SEC. STOCKHOLDERS OF SUNGARD ARE URGED TO READ THE CONSENT SOLICITATION STATEMENT/PROSPECTUS TO BE CONTAINED IN THE REGISTRATION STATEMENT AND OTHER RELEVANT MATERIALS BECAUSE THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. These materials will be made available to the stockholders of SunGard at no expense to them. The consent solicitation statement/prospectus, Registration Statement and other relevant materials, including any documents incorporated by reference therein, may be obtained free of charge at the SEC's website at [www.sec.gov](http://www.sec.gov) or for free from FIS at [www.fisglobal.com](http://www.fisglobal.com) or by emailing [info.investorrelations@fisglobal.com](mailto:info.investorrelations@fisglobal.com). Such documents are not currently available. Investors and securityholders may also read and copy any reports, statements and other information filed by FIS with the SEC at the SEC public reference room at 100 F Street N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at (800) 732-0330 or visit the SEC's website for further information on its public reference room.

This document shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

#### Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc., SunGard, SunGard Capital Corp. II, Seahawk Merger. Sub 1, Inc., Seahawk Merger Sub, LLC and Seahawk Merger Sub 3, Inc.*
10.1	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Bain Capital, LLC party thereto.
10.2	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of The Blackstone Group L.P party thereto.
10.3	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Goldman Sachs & Co. party thereto.
10.4	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Kohlberg Kravis Roberts & Co. L.P. party thereto.
10.5	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Providence Equity Partners L.L.C. party thereto.
10.6	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Silver Lake Management Company, L.L.C. party thereto.
10.7	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of TPG Capital LP. party thereto.
10.8	Registration Rights Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain stockholders of SunGard and SunGard Capital Corp. II party thereto.

**Exhibit No.****Description**

10.9 Bridge Commitment Letter, dated August 12, 2015, by and among Fidelity National Information Services, Inc., Bank of America, N.A., Merrill Lynch Pierce, Fenner & Smith Incorporated, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC.

\* Schedules and exhibits are omitted pursuant to Item 601(b)(2) of Regulation S-K. FIS agrees to furnish supplementally a copy of any omitted schedules or exhibits to the SEC upon request.

**SIGNATURES**

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

**Fidelity National Information Services, Inc.**

Date: August 14, 2015

By: /s/ Marc M. Mayo  
Name: Marc M. Mayo  
Title: Senior Vice President, Deputy General Counsel and Assistant Secretary



## EXHIBIT INDEX

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10.2	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of The Blackstone Group L.P. party thereto.
10.3	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Goldman Sachs & Co. party thereto.
10.4	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Kohlberg Kravis Roberts & Co. L.P. party thereto.
10.5	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Providence Equity Partners L.L.C. party thereto.
10.6	Support and Standstill Agreement, dated as of August 12, 2015, by and among Fidelity National Information Services, Inc. and certain affiliates of Silver Lake Management Company, L.L.C. party thereto.
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\* Schedules and exhibits are omitted pursuant to Item 601(b)(2) of Regulation S-K. FIS agrees to furnish supplementally a copy of any omitted schedules or exhibits to the SEC upon request.

**AGREEMENT AND PLAN OF MERGER**

**by and among**

**FIDELITY NATIONAL INFORMATION SERVICES, INC.,**

**SEAHAWK MERGER SUB 1, INC.**

**SEAHAWK MERGER SUB, LLC**

**SEAHAWK MERGER SUB 3, INC.**

**SUNGARD,**

**and**

**SUNGARD CAPITAL CORP. II**

**August 12, 2015**

## TABLE OF CONTENTS

	<u>Page</u>
Article I	
DEFINITIONS AND TERMS	
Section 1.1.	1
Section 1.2.	22
Article II	
THE MERGERS	
Section 2.1.	23
Section 2.2.	23
Section 2.3.	23
Section 2.4.	24
Section 2.5.	25
Section 2.6.	26
Section 2.7.	27
Section 2.8.	27
Article III	
EFFECT ON CAPITAL STOCK; PURCHASE PRICE	
Section 3.1.	27
Section 3.2.	30
Section 3.3.	34
Section 3.4.	35
Section 3.5.	37
Article IV	
REPRESENTATIONS AND WARRANTIES OF THE COMPANY	
Section 4.1.	37
Section 4.2.	38
Section 4.3.	41
Section 4.4.	42
Section 4.5.	43
Section 4.6.	43
Section 4.7.	44
Section 4.8.	44

Section 4.9.	Legal Proceedings	44
Section 4.10.	Taxes and Tax Returns	45
Section 4.11.	Employee Benefits	46
Section 4.12.	Compliance with Law; Permits	47
Section 4.13.	Certain Contracts	48
Section 4.14.	Undisclosed Liabilities	49
Section 4.15.	Environmental Liability	50
Section 4.16.	Real Property	51
Section 4.17.	State Takeover Laws	51
Section 4.18.	Internal Controls	52
Section 4.19.	Insurance	53
Section 4.20.	Intellectual Property	53
Section 4.21.	Affiliate Transactions	55
Section 4.22.	Company Ownership of Parent Securities	56
Section 4.23.	Broker-Dealer, Investment Adviser and Transfer Agent Subsidiaries	56
Section 4.24.	Foreign Corrupt Practices Act	57
Section 4.25.	Data Privacy	58
Section 4.26.	Labor Matters	59
Section 4.27.	No Other Representations or Warranties	60

#### Article V

#### REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBs

Section 5.1.	Corporate Organization	60
Section 5.2.	Capitalization	61
Section 5.3.	Authority; No Violation	62
Section 5.4.	Consents and Approvals	64
Section 5.5.	Reports	64
Section 5.6.	Financial Statements	65
Section 5.7.	Broker's Fees	65
Section 5.8.	Absence of Certain Changes or Events	65
Section 5.9.	Legal Proceedings	65
Section 5.10.	Compliance with Law; Permits; Regulatory Matters	66
Section 5.11.	Undisclosed Liabilities	66
Section 5.12.	State Takeover Laws	66
Section 5.13.	Parent Ownership of Company Securities	66
Section 5.14.	Financing	66
Section 5.15.	No Other Information	68
Section 5.16.	Access to Information; Disclaimer	68
Section 5.17.	No Other Representations or Warranties	68

#### Article VI

#### COVENANTS

Section 6.1.	Interim Operations of the Company and Parent	69
--------------	--	----

Section 6.2.	Access to Information	73
Section 6.3.	Exclusivity	74
Section 6.4.	Employee Benefits	74
Section 6.5.	Publicity	76
Section 6.6.	Directors' and Officers' Insurance and Indemnification	76
Section 6.7.	Preparation of Registration Statements	78
Section 6.8.	Regulatory Matters	80
Section 6.9.	Section 16 Matters	83
Section 6.10.	Filing of Form S-8; Listing of Additional Shares	83
Section 6.11.	Vote of SCCII Common Stock	83
Section 6.12.	Treatment of Existing Indebtedness of the Company	84
Section 6.13.	Financing	85
Section 6.14.	Financing Cooperation	85
Section 6.15.	Termination of Affiliate Agreements	88
Section 6.16.	Section 280G	88
Section 6.17.	Non-Consenting Stockholders	89
Section 6.18.	Company Qualified Plan Termination	89
Section 6.19.	No Parent Shareholder Approval	89
Section 6.20.	Parent Representation Letters	89

#### Article VII

#### CONDITIONS

Section 7.1.	Conditions to Each Party's Obligation to Effect the Mergers	89
Section 7.2.	Conditions to the Obligations of Parent and the Merger Subs	90
Section 7.3.	Conditions to the Obligations of the Company	91
Section 7.4.	Frustration of Closing Conditions	92

#### Article VIII

#### TERMINATION

Section 8.1.	Termination	92
Section 8.2.	Effect of Termination	93

#### Article IX

#### MISCELLANEOUS

Section 9.1.	Amendment and Modification	94
Section 9.2.	Non-survival of Representations and Warranties	94
Section 9.3.	Notices	94
Section 9.4.	Interpretation	95
Section 9.5.	Counterparts	96
Section 9.6.	Entire Agreement; Third-Party Beneficiaries	96
Section 9.7.	Severability	96

Section 9.8.	Governing Law	96
Section 9.9.	Jurisdiction	96
Section 9.10.	Service of Process	97
Section 9.11.	Specific Performance	97
Section 9.12.	Assignment	98
Section 9.13.	Expenses	98
Section 9.14.	Transfer Taxes	98
Section 9.15.	Headings	98
Section 9.16.	Waivers	98
Section 9.17.	WAIVER OF JURY TRIAL	98
Section 9.18.	No Recourse	99
Section 9.19.	Release	99
Section 9.20.	Attorney-Client Privilege	100

- EXHIBIT A – Certificate of Incorporation of the Merger 1 Surviving Corporation
- EXHIBIT B – Certificate of Incorporation of the Merger 2 Surviving Corporation
- EXHIBIT C – Form of Support and Standstill Agreements
- EXHIBIT D – Form of Registration Rights Agreement
- EXHIBIT E – Form of Letter of Transmittal
- EXHIBIT F – Parent Representation Letter

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of August 12, 2015 (this "Agreement"), by and among SunGard, a Delaware corporation (the "Company"), SunGard Capital Corp. II, a Delaware corporation ("SCCII"), Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), Seahawk Merger Sub 1, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub 1"), Seahawk Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("Merger Sub 2"), and Seahawk Merger Sub 3, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub 3"), and, together with Merger Sub 1 and Merger Sub 2, the "Merger Subs").

WHEREAS, the board of directors of each of Parent, Merger Sub 1, Merger Sub 3, the Company and SCCII and the managers of Merger Sub 2, have (a) determined that the Mergers are advisable and fair to, and in the best interests of, Parent, the Merger Subs, the Company or SCCII, as the case may be, and (b) approved and adopted this Agreement and the transactions contemplated hereby and thereby, including the Mergers;

WHEREAS, for United States federal income tax purposes, to the extent provided in Section 2.7, (a) it is intended that Merger 1 and Follow-On Merger 1, taken together, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code; (b) it is intended that Merger 2 and Follow-On Merger 2, taken together, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code; and (c) this Agreement is intended to be and is adopted as a "plan of reorganization" for purposes of Sections 354 and 361 of the Code;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, and as an inducement to the Company's willingness to enter into this Agreement, Parent is executing a registration rights agreement together with and in favor of certain holders of Consolidated Capital Stock attached hereto as Exhibit D (the "Registration Rights Agreement"); and

WHEREAS, Parent, the Merger Subs and the Company desire to make certain representations, warranties and agreements in connection with, and also to prescribe certain conditions to, the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### DEFINITIONS AND TERMS

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"280G Stockholder Approval" has the meaning set forth in Section 6.16.

"280G Waivers" has the meaning set forth in Section 6.16.

“Action” has the meaning set forth in Section 4.9(a).

“Advisers Act” means the Investment Advisers Act of 1940, as amended.

“Affiliate” means, with respect to any specified Person, (a) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise), (b) for the avoidance of doubt, if such specified Person is an investment fund, any other investment fund, the primary investment advisor to which is the primary investment advisor to such specified Person or an Affiliate thereof, and (c) if such specified Person is a natural Person, any family member of such natural Person. “Controlled” and “controlling” shall be construed accordingly. Notwithstanding the foregoing, for all purposes of this Agreement, in no event shall an Affiliate of the Company include any “portfolio company” (as such term is customarily used among institutional investors) of any holder of Consolidated Capital Stock or its affiliated investment funds.

“Affiliate Agreement” has the meaning set forth in Section 4.21.

“Aggregate Cash Amount” means \$2,288,700,000 less the Excess Company Transaction Fees.

“Aggregate Merger 2 Cash Amount” means the aggregate Per Share Merger 2 Cash Consideration paid to all holders of SCCII Preferred Shares.

“Aggregate Merger 2 Stock Amount” means the aggregate Per Share Merger 2 Stock Amount paid to all holders of SCCII Preferred Stock.

“Aggregate Stock Amount” means 44,663,899 shares of Parent Common Stock.

“Aggregate Stockholder Cash Consideration” means, (a) for a holder of Class L Common Stock, an amount of cash consideration equal to the product of (i) the Per Share Merger 1 Cash Amount multiplied by (ii) the number of shares of Class L Common Stock held by such holder and converted into the right to receive the Per Share Merger 1 Consideration pursuant to this Agreement and (b) for a holder of SCCII Preferred Stock, an amount of cash consideration equal to the product of (i) the Per Share Merger 2 Cash Amount multiplied by (ii) the number of shares of SCCII Preferred Stock held by such holder and converted into the right to receive the Per Share Merger 2 Consideration pursuant to this Agreement.

“Aggregate Vested Equity Award Preferred Shares” means the sum of (a) the aggregate amount of Net Option/Appreciation Unit Preferred Shares in respect of all Vested Options and Vested Appreciation Units plus (b) the number of shares of SCCII Preferred Stock underlying all Vested RSUs.

“Agreement” has the meaning set forth in the Preamble.



“Antitrust Laws” has the meaning set forth in Section 6.8(a).

“Applicable Withholding Amount” means such amounts as are required to be withheld or deducted under the Code or any applicable provision of Law with respect to the payment made in connection with the cancellation of a Company Equity Award.

“AS Spinco” means SunGard Availability Services Capital, Inc., a Delaware corporation.

“Available Financing” has the meaning set forth in Section 6.14(a).

“Business Day” means a day other than a Saturday, a Sunday or another day on which commercial banking institutions in the State of New York are authorized or required by law or other action of a Governmental Entity to close.

“Business Intellectual Property” shall mean all Intellectual Property used in the conduct of the business of the Company or any Company Subsidiary;

“Cancelled Shares” has the meaning set forth in Section 3.1(g).

“Cap Rep Date” has the meaning set forth in Section 4.2(a).

“Cash Ratio” means (a) with respect to Class L Common Stock, a fraction, the numerator of which is the Per Share Merger 1 Cash Amount and the denominator of which is the sum of (i) the product of (A) the Per Share Merger 1 Stock Amount multiplied by (B) the Parent Measurement Price plus (ii) the Per Share Merger 1 Cash Amount and (b) with respect to SCCII Preferred Stock, a fraction, the numerator of which is the Per Share Merger 2 Cash Amount and the denominator of which is the sum of (i) the product of (A) the Per Share Merger 2 Stock Amount multiplied by (B) the Parent Measurement Price plus (ii) the Per Share Merger 2 Cash Amount.

“Certificate” means a stock certificate which, immediately prior to the Effective Time, represents shares of Company Common Stock or shares of SCCII Capital Stock, as applicable.

“Certificates of Merger” has the meaning set forth in Section 2.3(d).

“Change of Control Payments” means all amounts payable under any Company Employment Agreement, Company Benefit Plan or other “change of control,” termination, retention, severance, compensation or other similar provisions in any written or unwritten plans, policies, programs or agreements or arrangements of the Company or any Company Subsidiary that are paid or payable to any current or former employees, officers, consultants, managers or directors of the Company or any Company Subsidiary solely and exclusively as a result of the consummation of the transactions contemplated by this Agreement (and, for the avoidance of doubt, excluding any such liability resulting from a termination of employment, or change in employment conditions, as of or following the Closing); provided that (a) any amounts in excess of \$4,535,000 owed and payable as of the Closing, accrued as of the Closing or otherwise paid after March 31, 2015 and prior to the Closing pursuant to payments due under or in respect of Company Equity Awards in connection with any dividends declared and paid prior to the date hereof shall be considered Change of Control Payments; (b) any amounts payable in respect of

Company Equity Awards pursuant to Section 3.4 (including the employer portion of applicable payroll taxes in respect of such amounts) shall not be considered Change of Control Payments; (c) any retention amounts (i) referenced as item 1 of Section 6.1(b)(ix) of the Company Disclosure Schedule (as it may be amended with the consent of Parent) or (ii) granted after the date hereof without the prior written consent of Parent, in each case, which (x) are paid by the Company or any of the Company Subsidiaries to any of their employees after the date hereof and prior to the Closing or (y) are owed or may be due and payable by the Company or any of the Company Subsidiaries to any of their employees after the Closing, shall be deemed to be a Change of Control Payment and (d) in no event shall a Change of Control Payment include the employer portion of applicable payroll taxes in respect of such Change of Control Payment.

“Class A-1 Common Stock” means the Class A-1 Common Stock of the Company, par value \$0.001 per share.

“Class A-2 Common Stock” means the Class A-2 Common Stock of the Company, par value \$0.001 per share.

“Class A-3 Common Stock” means the Class A-3 Common Stock of the Company, par value \$0.001 per share.

“Class A-4 Common Stock” means the Class A-4 Common Stock of the Company, par value \$0.001 per share.

“Class A-5 Common Stock” means the Class A-5 Common Stock of the Company, par value \$0.001 per share.

“Class A-6 Common Stock” means the Class A-6 Common Stock of the Company, par value \$0.001 per share.

“Class A-7 Common Stock” means the Class A-7 Common Stock of the Company, par value \$0.001 per share.

“Class A-8 Common Stock” means the Class A-8 Common Stock of the Company, par value \$0.001 per share.

“Class A Common Stock” means the Class A-1 Common Stock, the Class A-2 Common Stock, the Class A-3 Common Stock, the Class A-4 Common Stock, the Class A-5 Common Stock, the Class A-6 Common Stock, the Class A-7 Common Stock and the Class A-8 Common Stock, collectively.

“Class L Common Stock” means the Class L Common Stock of the Company, par value \$0.001 per share.

“Clearance Action” has the meaning set forth in Section 6.8(a).

“Closing” has the meaning set forth in Section 2.2.

“Closing Date” has the meaning set forth in Section 2.2.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the Preamble.

“Company Appreciation Unit” means a right granted under the Company Equity Plan to receive a number of shares of Class A Common Stock, Class L Common Stock and SCCII Preferred Stock based on the difference between a set base price and the fair market value of such shares of Company Common Stock as of the payment date, or other applicable date.

“Company Benefit Plan” means any “employee benefit plan,” within the meaning of ERISA and all other compensation and benefits plans, programs, policies, practices, or other arrangements (other than any Company Employment Agreement) providing benefits to any current or former employee, officer or director of the Company or any Company Subsidiary or any beneficiary or dependent thereof that is sponsored or maintained by the Company or any Company Subsidiary or to which the Company or any Company Subsidiary contributes or is required to contribute, or under which the Company or any Company Subsidiary has any current or potential liability, whether or not written, including any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, collective bargaining, change of control or fringe benefit plan, program or policy.

“Company Broker-Dealer” means SunGard Brokerage & Securities Services LLC.

“Company Bylaws” has the meaning set forth in Section 4.1(c).

“Company Charter” has the meaning set forth in Section 4.1(c).

“Company Common Stock” means the Class A Common Stock and the Class L Common Stock.

“Company Credit Agreements” means the Company Receivables Facility Agreement and the Company Revolving and Term Loan Facility Agreement, as applicable.

“Company Disclosure Schedule” has the meaning set forth in the introduction to Article IV.

“Company Employment Agreement” means any (a) contract, (b) offer letter, (c) agreement or (d) arrangement of the Company or any Company Subsidiary with or addressed to any individual who is rendering or has rendered services thereto as an employee, independent contractor or consultant pursuant to which the Company or any Company Subsidiary has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services.

“Company Equity Award” means any Company Appreciation Unit, Company Stock Option or Company Restricted Stock Unit.

“Company Equity Award Aggregate Value” means, for each Company Stock Option, Company Appreciation Unit and Company Restricted Stock Unit, the sum of (a) the product of (i) the number of shares of Class L Common Stock underlying such Company Equity Award multiplied by (ii) the Per Share Merger 1 Consideration Value plus (b) the product of (i) the number of shares of SCCII Preferred Stock underlying such Company Equity Award multiplied by (ii) the Per Share Merger 2 Consideration Value.

“Company Equity Plan” means the SunGard 2005 Management Incentive Plan, as amended from time to time.

“Company Financial Statements” has the meaning set forth in Section 4.6.

“Company Investment Adviser” means Seahawk Financial Strategies, LLC.

“Company IP” means each of the following that are owned by the Company or any Company Subsidiary: (i) patented or registered Intellectual Property, (ii) pending patent applications or applications for registration of other Intellectual Property, (iii) all Internet domain names and social media accounts owned by the Company or any Company Subsidiary, and (iv) all copyrights in the Company Software.

“Company IP Contract” means any Contract concerning Intellectual Property to which the Company or any Company Subsidiary is a party (other than (a) non-exclusive license agreements granted to customers in the ordinary course of business, (b) click-wrap, browse-wrap and other non-negotiable agreements, (c) agreements relating to generally commercially-available, off-the-shelf software and/or (d) “open source” or “copyleft” agreements).

“Company IT Assets” means the computer software, firmware, middleware, servers, systems, networks, workstations and all other information technology equipment used by the Company and the Company Subsidiaries.

“Company Leases” has the meaning set forth in Section 4.16(b).

“Company Material Adverse Effect” means any event, development, change, effect, condition or occurrence (collectively, “Events”) that, individually or in the aggregate with all other Events, has or would reasonably be expected to have a material adverse effect on or with respect to (a) the ability of Company or any Company Subsidiaries to consummate the transactions contemplated hereby, including any such Event that prevents or materially impedes the Company’s or any Company Subsidiary’s ability to consummate the transactions contemplated by this Agreement; or (b) the business, results of operation or financial condition of the Company and the Company Subsidiaries taken as a whole, provided, however, that no Events to the extent relating to, arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Company Material Adverse Effect: (i) general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions, (ii) general changes or developments in the industries in which the Company or the Company Subsidiaries operate, (iii) the execution and delivery of this Agreement or the public announcement or pendency of the Mergers or other transactions contemplated hereby, including any impact thereof on relationships, contractual or

otherwise, with customers, suppliers, distributors, lenders, partners or employees of the Company and the Company Subsidiaries, or the performance of this Agreement and the transactions contemplated hereby (provided that no effect shall be given to this clause (iii) for the purposes of [Section 4.3\(d\)](#), [Section 4.4](#), [Section 4.11\(e\)](#) and [Section 4.17](#) and the certificate contemplated by [Section 7.2\(e\)](#) insofar as it relates to such Sections), (iv) changes or prospective changes in any applicable Laws or regulations or applicable accounting regulations or principles or interpretation thereof, (v) any hurricane, tornado, earthquake, flood, tsunami, natural disaster, act of God or other comparable events or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of terrorism, or national or international political or social conditions, or (vi) any failure by the Company to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (provided that this clause (vi) shall not prevent a determination that any Event underlying such failure to meet projections, budgets, plans or forecasts, earnings or other financial performance or results of operations has, individually or together with other Events, resulted in a Company Material Adverse Effect); except in the cases of clauses (i), (ii), (iv) or (v), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which the Company and the Company Subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a Company Material Adverse Effect).

“[Company Material Contract](#)” has the meaning set forth in [Section 4.13\(a\)](#).

“[Company Owned Properties](#)” has the meaning set forth in [Section 4.16\(a\)](#).

“[Company Permits](#)” has the meaning set forth in [Section 4.12\(b\)](#).

“[Company Plan](#)” means any Company Benefit Plan other than a Multiemployer Plan and each Company Employment Agreement.

“[Company Principal Investor Agreement](#)” means the Second Amended and Restated Principal Investor Agreement, dated March 31, 2014, by and among the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, SDS and certain stockholder parties provided therein, as amended.

“[Company Products and Services](#)” shall mean the products and services offered, manufactured, distributed, licensed or sold by the Company or any Company Subsidiary as of the date hereof.

“[Company Qualified Plans](#)” has the meaning set forth in [Section 4.11\(c\)](#).

“[Company Receivables Facility Agreement](#)” means the Third Amended and Restated Credit and Security Agreement, dated as of May 14, 2014, by and among SunGard AR Financing LLC, as borrower, the financial institutions party thereto from time to time as lenders and General Electric Capital Corporation as a lender, swing line lender and administrative agent (as amended, restated, supplemented or otherwise modified from time to time).

“Company Registered Subsidiaries” means Company Investment Adviser, Company Broker-Dealer, Company Transfer Agent and Company UK Broker-Dealer.

“Company Registration Rights Agreement” means the Second Amended and Restated Participation, Registration Rights and Coordination Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, and certain stockholder parties provided therein, as amended.

“Company Regulatory Agreement” has the meaning set forth in Section 4.9(b).

“Company Regulatory Reports” has the meaning set forth in Section 4.23(c).

“Company Reports” has the meaning set forth in Section 4.5.

“Company Representation Letter” means that certain tax representation letter delivered on the date of this Agreement by the Company to Willkie Farr & Gallagher LLP.

“Company Restricted Stock Unit” means a restricted stock unit granted under the Company Equity Plan.

“Company Revolving and Term Loan Facility Agreement” means the Amended and Restated Credit Agreement, dated as of August 11, 2005, by and among SDS, SunGard Holdco LLC, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time).

“Company Software” shall mean any Software owned or purported to be owned by the Company.

“Company Source Code” shall mean, collectively, any software source code, any material portion or aspect of software source code, and any information, annotations, commentary or algorithm contained in or relating to any software source code, of any of the Company Products and Services that are owned by the Company or any Company Subsidiary.

“Company Stock Option” means an option granted under the Company Equity Plan to purchase Class A Common Stock, Class L Common Stock and/or SCCII Preferred Stock at a fixed exercise price.

“Company Stockholders Agreement” means the Second Amended and Restated Stockholders Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, and the stockholder parties provided therein.

“Company Subsidiary” means any direct or indirect Subsidiary of the Company.

“Company Transfer Agent” means SunGard Investor Services, LLC.

“Company UK Broker-Dealer” means SunGard Global Execution Services Ltd.

“Competing Transaction” has the meaning set forth in Section 6.3.

“Confidentiality Agreement” means that certain letter agreement dated June 16, 2015, by and between the Company, SCCII, SDS and Parent.

“Consent Solicitation Statement/Prospectus” has the meaning set forth in Section 6.7(d).

“Consolidated Capital Stock” means the Company Common Stock and the SCCII Capital Stock.

“Contract” means any note, bond, mortgage, indenture, deed of trust, lease, license, contract or agreement.

“Controlled Group Liability” means, with respect to the Company or Parent, any and all liabilities (i) under Title IV of ERISA, (ii) under Section 302 of ERISA, (iii) under Sections 412 and 4971 of the Code and (iv) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code other than such liabilities that arise solely out of, or relate solely to, the Company Benefit Plans or the Parent Benefit Plans, as applicable.

“Converted RSUs” has the meaning set forth in Section 3.4(e).

“D&O Indemnitee” has the meaning set forth in Section 6.6(a).

“D&O Insurance” has the meaning set forth in Section 6.6(b).

“Data Protection Laws” has the meaning set forth in Section 4.25(a).

“Debt Commitment Letter” has the meaning set forth in Section 5.14, provided that for the purposes of Section 6.14(a) it shall also include that certain commitment letter dated on or about the date hereof, by and among Fidelity National Information Services, Inc., Bank of America, MLPFS, Wells Fargo Bank and WFS, entered into with respect to the senior unsecured delayed draw term loan facility.

“Debt Financing” has the meaning set forth in Section 5.14.

“DGCL” means the General Corporation Law of the State of Delaware, as amended.

“Dissenting Shares” has the meaning set forth in Section 3.3.

“DLLCA” means the Delaware Limited Liability Company Act, as amended.

“Effective Time” has the meaning set forth in Section 2.3(a).

“Employees” has the meaning set forth in Section 6.4(a).

“Environmental Claims” has the meaning set forth in Section 4.15.

“Environmental Laws” means any Laws concerning pollution or protection of the environment, or protection of public health and safety or worker health and safety (insofar as affected by exposure to any hazardous substance or waste).

“Equity Awards List” has the meaning set forth in Section 4.2(c).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means any entity, trade or business, whether or not incorporated, that together with the Company or any Company Subsidiary would, at the relevant time, be deemed to be a single employer for purposes of Section 4001 of ERISA or Sections 414(b), (c), (m), (n) or (o) of the Code.

“Excess Company Transaction Fees” means the amount by which (a) the costs, fees and expenses of investment bankers, accountants, legal counsel and similar outside advisors incurred prior to, or upon, the Closing by the Company and the Company Subsidiaries in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby (excluding those contemplated by, and subject to reimbursement by Parent pursuant to, Section 6.12(c) and Section 6.14(b)), plus (b) all Change of Control Payments plus (c) the fees set forth on Section 1.1(b) of the Company Disclosure Schedule, exceed \$25,000,000.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Agent” has the meaning set forth in Section 3.2(a).

“Exchange Fund” has the meaning set forth in Section 3.2(a).

“Events” has the meaning set forth in this Section 1.1 in the definition of “Company Material Adverse Effect.”

“Final Effective Time” has the meaning set forth in Section 2.3(d).

“Financing Sources” means the entities that have committed to provide or arrange or otherwise entered into agreements in connection with the Debt Financing or any other Available Financing, including any party to the Debt Commitment Letter and the parties to any joinder agreements, indentures or credit agreements entered pursuant thereto or relating thereto, together with their respective Affiliates, and their and their respective Affiliates’ officers, directors, employees, agents and representatives and their successors and assigns.

“FINRA” means the Financial Industry Regulatory Authority.

“First Certificate of Merger” has the meaning set forth in Section 2.3(a).

“Follow-On 1 Certificate of Merger” has the meaning set forth in Section 2.3(b).

“Follow-On 1 Effective Time” has the meaning set forth in Section 2.3(b).

“Follow-On 1 Surviving Company” has the meaning set forth in Section 2.1(b).

“Follow-On 2 Certificate of Merger” has the meaning set forth in Section 2.3(d).



“Follow-On Merger 1” has the meaning set forth in Section 2.1(b).

“Follow-On Merger 2” has the meaning set forth in Section 2.1(d).

“Foreign Antitrust Approvals” has the meaning set forth in Section 6.8(a).

“Form S-4” has the meaning set forth in Section 6.7(a).

“Fraud” means actual fraud involving a knowing and intentional misrepresentation of a fact, or omission of a fact, material to the transactions contemplated by this Agreement made or omitted with the intent of inducing any other party hereto to enter into this Agreement and upon which such other party has relied (as opposed to any fraud claim based on constructive knowledge, negligent misrepresentation or a similar theory) under applicable tort Laws.

“Fully-Diluted Outstanding Class L Stock” means, as of any date, the total number of shares of Class L Common Stock outstanding as of such date, including shares of Class L Common Stock underlying (a) Vested RSUs, Vested Options and Vested Appreciation Units and (b) Unvested RSUs determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares of Class L Common Stock underlying such awards are delivered to the applicable holders and that no shares of Class L Common Stock are withheld in payment of any applicable exercise price or tax obligations; provided, however, that any Underwater Option and Underwater Appreciation Unit shall, in each case, be disregarded for purposes of this definition.

“GAAP” has the meaning set forth in Section 4.6.

“Governmental Entity” has the meaning set forth in Section 4.4.

“Hazardous Materials” means any chemical, pollutant, contaminant, or material, waste or substance, whether hazardous, toxic, deleterious, radioactive, noxious, harmful, petroleum and petroleum products, by-products, derivatives or wastes, greenhouse gases, asbestos or asbestos-containing materials or products, polychlorinated biphenyls, lead or lead-based paints or materials, radon, fungus or mold.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Inbound Intellectual Property Licenses” shall mean any grant (or covenant not to assert) by another person to the Company or any Company Subsidiary of or regarding any right relating to or under any third person’s Intellectual Property or third person’s technology (excluding commercially-available off-the-shelf software programs licensed pursuant to “shrink wrap” licenses or “click through” licenses).

“Indebtedness” of a Person means, without duplication, the outstanding principal amount of, and all interest, premiums, penalties, prepayment fees and other amounts accrued and unpaid in respect of, (a) any indebtedness for borrowed money of such Person, whether or not recourse to such Person, (b) any obligation of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all leases of such Person capitalized pursuant to GAAP, (d) all obligations of such Person under sale-and-lease back transactions, agreements to repurchase

securities sold and other similar financing transactions, (e) any reimbursement obligation of such Person with respect to letters of credit (excluding letters of credit to the extent undrawn), bankers' acceptances or similar facilities issued for the account of such Person, (f) all obligations to pay the deferred purchase price of property or services to the extent such deferral period exceeds one (1) year, (g) all obligations under interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements and other similar agreements and (h) any obligation of the type referred to in clauses (a) through (g) of another Person the payment of which such Person has guaranteed or for which such Person is responsible or liable, directly or indirectly, jointly or severally, as obligor, guarantor or otherwise, in each case, excluding accounts payable and other current liabilities arising in the ordinary course of business.

"Indemnified Parties" has the meaning set forth in Section 6.6(a).

"Intellectual Property" means all intellectual property in any jurisdiction throughout the world including all (a) trademarks, service marks, brand names, Internet domain names, logos, symbols, trade dress, fictitious names, trade names, and other indicia of origin and all goodwill associated therewith and symbolized thereby; (b) patents and inventions and discoveries, whether patentable or not, and improvements; (c) Trade Secrets; (d) copyrights and works of authorship (including in any form or media) (whether or not copyrightable); (e) computer software programs (including source and object code), systems, data, databases and other compilations of information (and including all middleware, firmware, tools, applications and related documentation; (f) disclosures, issuances, applications and registrations and any renewals thereof, and all extensions, modifications, reexaminations, renewals, divisionals, continuations, continuations-in-part, reissues, restorations and reversions for or related to, as applicable, any of the foregoing; and (g) copies and tangible embodiments or descriptions of any of the foregoing (in whatever form or medium).

"IRS" means the U.S. Internal Revenue Service.

"Knowledge" means such facts and other information that as of the date of determination are actually known to (a) with respect to the Company, the Persons set forth on Section 1.1(a) of the Company Disclosure Schedule and (b) with respect to Parent, the Persons set forth on Section 1.1(b) of the Parent Disclosure Schedule.

"Law" means any federal, state, provincial, local, municipal, foreign, international, multinational or other order, judgment, decree, constitution, law, ordinance, regulation, statute, treaty, code, rule, by-law, writ, injunction, decision, arbitration award, franchise, license, agency requirement, permit or other award of any Governmental Entity, or any policy, guideline, notice or protocol, in each case, to the extent that it has the force of law.

"Leased Real Property" has the meaning set forth in Section 4.16(b).

"Letter of Transmittal" has the meaning set forth in Section 3.2(c)(i).

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or limitation on transfer (other than such a limitation arising under federal, state or foreign securities Laws) in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it

has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset. For the avoidance of doubt, Lien does not include any non-exclusive license or similar right granted in the ordinary course of business with respect to any Intellectual Property.

“Merger 1” has the meaning set forth in Section 2.1(a).

“Merger 1 Available Cash Amount” means the Remaining Cash Amount less the product of (a) the Per Share Merger 2 Cash Amount multiplied by (b) the sum of (i) the aggregate number of shares of SCCII Preferred Stock underlying all Vested RSUs plus (ii) the aggregate Net Option/Appreciation Unit Preferred Shares.

“Merger 1 Available Stock Amount” means (a) the Remaining Stock Amount less (b) the product of (i) the Per Share Merger 2 Stock Amount multiplied by (ii) the sum of (A) the aggregate number of shares of SCCII Preferred Stock underlying all Vested RSUs plus (B) the aggregate Net Option/Appreciation Unit Preferred Shares less (c) the quotient of (A) the aggregate Company Equity Award Aggregate Value of all Unvested RSUs divided by (B) the Parent Measurement Price.

“Merger 1 Cash Percentage” means the quotient of (a) the Merger 1 Available Cash Amount divided by (b) the sum of (i) the Merger 1 Available Cash Amount and (ii) the product of (A) the Merger 1 Available Stock Amount multiplied by (B) the Parent Measurement Price.

“Merger 1 Stock Percentage” means the quotient of (a) the product of (i) the Merger 1 Available Stock Amount multiplied by (ii) the Parent Measurement Price, divided by (b) the sum of (i) the Merger 1 Available Cash Amount plus (ii) the product of (A) the Merger 1 Available Stock Amount multiplied by (B) the Parent Measurement Price.

“Merger 1 Surviving Corporation” has the meaning set forth in Section 2.1(a).

“Merger 1 Surviving Corporation Common Stock” has the meaning set forth in Section 3.1(a).

“Merger 2” has the meaning set forth in Section 2.1(c).

“Merger 2 Effective Time” has the meaning set forth in Section 2.3(c).

“Merger 2 Stock Percentage” means 75%; provided that, if the Parent Measurement Price is less than the Parent Reference Price, then the Merger 2 Stock Percentage shall instead be 100%.

“Merger 2 Surviving Corporation” has the meaning set forth in Section 2.1(c).

“Merger 2 Surviving Corporation Common Stock” has the meaning set forth in Section 3.1(d).

“Merger Effective Times” has the meaning set forth in Section 2.3(d).

“Merger Sub 1” has the meaning set forth in the Preamble.

“Merger Sub 1 Common Stock” has the meaning set forth in Section 3.1(a).

“Merger Sub 2” has the meaning set forth in the Preamble.

“Merger Sub 2 Units” has the meaning set forth in Section 3.1(c).

“Merger Sub 3” has the meaning set forth in the Preamble.

“Merger Sub 3 Common Stock” has the meaning set forth in Section 3.1(d).

“Merger Subs” has the meaning set forth in the Preamble.

“Mergers” has the meaning set forth in Section 2.1(d).

“Money Laundering Laws” has the meaning set forth in Section 4.24(b).

“Multiemployer Plan” means any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA.

“Multiple Employer Plan” has the meaning set forth in Section 4.11(d).

“Net Option/Appreciation Unit Class L Share” means, with respect to a Vested Option or Vested Appreciation Unit, a number of shares of Class L Common Stock equal to the product of (a) the number of shares of Class L Common Stock underlying such Vested Option or Vested Appreciation Unit multiplied by (b) the quotient of (i) the Company Equity Award Aggregate Value of such Vested Option or Vested Appreciation Unit less the aggregate exercise price of such Vested Option or Vested Appreciation Unit divided by (ii) the Company Equity Award Aggregate Value of such Vested Option or Vested Appreciation Unit.

“Net Option/Appreciation Unit Preferred Share” means, with respect to a Vested Option or Vested Appreciation Unit, a number of shares of SCCII Preferred Stock equal to the product of (a) the number of shares of SCCII Preferred Stock underlying such Vested Option or Vested Appreciation Unit multiplied by (b) the quotient of (i) the Company Equity Award Aggregate Value of such Vested Option or Vested Appreciation Unit less the aggregate exercise price of such Vested Option or Vested Appreciation Unit divided by (ii) the Company Equity Award Aggregate Value of such Vested Option or Vested Appreciation Unit.

“Non-Recourse Party” has the meaning set forth in Section 9.18.

“Notes” means SDS’s 7.375% Senior Notes due 2018, 7.625% Senior Notes due 2020, and 6.625% Senior Subordinated Notes due 2019.

“NYSE” means the New York Stock Exchange, but if the New York Stock Exchange is not then the principal U.S. trading market for the Parent Common Stock, then “NYSE” shall be deemed to mean the principal U.S. national securities exchange registered under the Exchange Act on which the Parent Common Stock, or such other applicable common share, is then traded.

“NYSE Rules” means the rules and regulations of the NYSE.

“Open Source Software” has the meaning set forth in Section 4.20(f).

“Orders” has the meaning set forth in Section 4.9(a).

“Owned Business Intellectual Property” shall mean all Business Intellectual Property owned by the Company or any Company Subsidiary.

“Parachute Payments” has the meaning set forth in Section 6.16.

“Parent” has the meaning set forth in the Preamble.

“Parent Benefit Plan” means any material employee benefit plan, program, policy, practice, or other arrangement (other than any Parent Employment Agreement) providing benefits to any current or former employee, officer or director of Parent or any Parent Subsidiary or any beneficiary or dependent thereof that is sponsored or maintained by Parent or any Parent Subsidiary or to which Parent or any Parent Subsidiary contributes or is obligated to contribute, whether or not written, including any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, change of control or fringe benefit plan, program or policy.

“Parent Bylaws” has the meaning set forth in Section 5.1(b).

“Parent Charter” has the meaning set forth in Section 5.1(b).

“Parent Common Stock” means the common stock of Parent, par value \$0.01 per share.

“Parent Disclosure Schedule” has the meaning set forth in the introduction to Article V.

“Parent Employment Agreement” means any material contract, offer letter or agreement of Parent or any Parent Subsidiary with or addressed to any individual who is rendering or has rendered services thereto as an employee or consultant pursuant to which Parent or any Parent Subsidiary has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services.

“Parent Equity Plans” means the Fidelity National Information Services, Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 27, 2015.

“Parent Financial Statements” has the meaning set forth in Section 5.6.

“Parent Material Adverse Effect” means any Event that, individually or in the aggregate with all other Events, has or would reasonably be expected to have a material adverse effect on or with respect to (a) the ability of Parent or any Merger Sub to consummate the transactions contemplated hereby, including any such Event that prevents or materially impedes Parent’s or any Merger Sub’s ability to consummate the transactions contemplated by this Agreement; or (b)

the business, results of operation or financial condition of Parent and the Parent Subsidiaries taken as a whole, provided, however, that no Events relating to, arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Parent Material Adverse Effect: (a) general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions, (b) general changes or developments in the industries in which Parent or the Parent Subsidiaries operate, (c) the execution and delivery of this Agreement or the public announcement or pendency of the Mergers or other transactions contemplated hereby, including any impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, lenders, partners or employees of Parent and the Parent Subsidiaries (provided that no effect shall be given to this clause (c) for the purposes of Section 5.3(d) and Section 5.4 and the certificate contemplated by Section 7.3(d) insofar as it relates to such Sections), (d) changes or prospective changes in any applicable Laws or regulations or applicable accounting regulations or principles or interpretation thereof, (e) any hurricane, tornado, earthquake, flood, tsunami, natural disaster, act of God or other comparable events or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of terrorism, or national or international political or social conditions, or (f) any failure by Parent to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (provided that this clause (f) shall not prevent a determination that any Event underlying such failure to meet projections, budgets, plans or forecasts, earnings or other financial performance or results of operations has, individually or together with other Events, resulted in a Parent Material Adverse Effect); except in the cases of clauses (a), (b), (d) or (e), to the extent that Parent and the Parent Subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which Parent and the Parent Subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a Parent Material Adverse Effect).

“Parent Measurement Price” means the volume weighted average trading price of shares of Parent Common Stock on NYSE for the five (5) consecutive trading days ending on the fifth (5<sup>th</sup>) trading day immediately preceding the Closing Date.

“Parent Preferred Stock” has the meaning set forth in Section 5.2.

“Parent Reference Price” means \$62.63.

“Parent Related Representations” means (i) paragraph 1 of the Company Representation Letter and paragraph 1 of each of the Sponsor Representation Letters, in each case, to the extent the statements in such paragraphs relate to Parent and (ii) paragraph 2 of the Company Representation Letter.

“Parent Reports” has the meaning set forth in Section 5.5.

“Parent Representation Letter” means a tax representation letter executed and delivered by Parent to Willkie Farr & Gallagher LLP in the form attached hereto as Exhibit E.

“Parent Restricted Share Units” has the meaning set forth in Section 5.2.

“Parent Stock Options” has the meaning set forth in Section 5.2.

“Parent Stock Plans” has the meaning set forth in Section 5.2.

“Parent Stock Units” has the meaning set forth in Section 5.2.

“Parent Subsidiary” means any direct or indirect Subsidiary of Parent.

“Per Share Merger 1 Cash Amount” means, with respect to each share of Class L Common Stock (including any underlying a Vested Equity Award), the product of (a) the Per Share Merger 1 Consideration Value multiplied by (b) Merger 1 Cash Percentage.

“Per Share Merger 1 Consideration” means, with respect to each share of Class L Common Stock (including any underlying a Vested Equity Award), each of (a) the Per Share Merger 1 Cash Amount and (b) the Per Share Merger 1 Stock Amount.

“Per Share Merger 1 Consideration Value” means, with respect to each share of Class L Common Stock (including any underlying a Company Equity Award (including any Unvested RSU)), (a) the sum of (i) the product of (x) the Remaining Stock Amount multiplied by (y) the Parent Measurement Price plus (ii) the Remaining Cash Amount plus (iii) the Vested Option/Appreciation Unit Aggregate Proceeds less (iv) the product of (x) the Vested Equity Award Preferred Stock Amount multiplied by (y) the Parent Measurement Price less (v) Vested Equity Award Preferred Cash Amount less (vi) the product of (x) the Unvested Equity Award Preferred Stock Amount multiplied by (y) the Parent Measurement Price divided by (b) the Fully-Diluted Outstanding Class L Stock immediately prior to the Effective Time.

“Per Share Merger 1 Stock Amount” means, with respect to each share of Class L Common Stock (including any underlying a Vested Equity Award), a number of shares of Parent Common Stock, rounded to six decimal places, equal to the quotient of (a) the product of (i) the Per Share Merger 1 Consideration Value multiplied by (ii) the Merger 1 Stock Percentage divided by (b) the Parent Measurement Price.

“Per Share Merger 2 Cash Amount” means an amount of cash equal to (a) the Per Share Merger 2 Consideration Value less (b) the product of (i) the Per Share Merger 2 Stock Amount multiplied by (ii) the Parent Measurement Price.

“Per Share Merger 2 Consideration” means, with respect to each share of SCCII Preferred Stock (including any underlying a Vested Equity Award), each of (a) the Per Share Merger 2 Cash Amount and (b) the Per Share Merger 2 Stock Amount.

“Per Share Merger 2 Consideration Value” means an amount equal to the Liquidation Preference (as defined in the SCCII Charter) of the SCCII Preferred Stock, plus the accrued and unpaid cumulative dividends in respect of a share of SCCII Preferred Stock as of the Closing Date as determined in accordance with the SCCII Charter, as such SCCII Charter may be amended following the date of this Agreement in the form attached to Section 1.1(c) of the Company Disclosure Letter.

“Per Share Merger 2 Stock Amount” means a number of shares of Parent Common Stock, rounded to six decimal places, equal to the quotient of (a) the product of (i) the Per Share Merger 2 Consideration Value multiplied by (ii) the Merger 2 Stock Percentage divided by (b) the Parent Measurement Price; provided that, if the (x) Aggregate Merger 2 Stock Amount plus (y) the product of (A) the Per Share Merger 2 Stock Amount multiplied by (B) the Aggregate Vested Equity Award Preferred Shares plus (z) the quotient of (A) the aggregate Company Equity Award Aggregate Value of all Unvested RSUs divided by (B) the Parent Measurement Price, would, if calculated in accordance with the above formulas, exceed the Aggregate Stock Amount, then the Merger 2 Stock Percentage shall be reduced such that, if calculated in accordance with the Merger 2 Stock Percentage as so reduced, the Aggregate Stock Amount would not be exceeded.

“Per Share Merger Consideration” means the Per Share Merger 1 Consideration or the Per Share Merger 2 Consideration, as applicable.

“Performance-Based Appreciation Unit” means a Company Appreciation Unit, the vesting of which is subject to performance-based criteria.

“Performance-Based Option” means a Company Stock Option, the vesting of which is subject to performance-based criteria

“Performance-Based RSU” means a Company Restricted Stock Unit, the vesting of which is subject to performance-based criteria.

“Permits” has the meaning set forth in Section 4.12(b).

“Permitted Liens” means (a) Liens for Taxes not yet due and payable or that are being contested in good faith, in each case for which adequate reserves (as determined in accordance with GAAP), if required under GAAP, have been established on the most recent balance sheet of the Company included in the Company Reports, (b) Liens in favor of vendors, carriers, warehousemen, repairmen, mechanics, workmen, materialmen, construction or similar Liens or other encumbrances arising in the ordinary course of business with respect to amounts not yet overdue or the validity of which is being contested in good faith by appropriate proceedings or that are otherwise not material, (c) Liens expressly disclosed in the footnotes to the most recent balance sheet of the Company included in the Company Reports, as applicable, (d) Liens in effect as of the date hereof under the Company Credit Agreements or the indentures governing the Notes, (e) with respect to any real property that is subject to a Company Lease, Liens that do not materially impair the value or use of such lease, (f) Liens imposed or promulgated by operation of applicable Law with respect to real property and improvements, including zoning regulations, permits, licenses, utility easements, rights of way and similar Liens imposed or promulgated by any Governmental Entity and (g) with respect to the Company Owned Properties, minor title defects or irregularities that would not, individually or in the aggregate, reasonably be expected to materially impair the continued use and operation of the assets to which they relate in the business of the Company and the Company Subsidiaries as presently conducted.



“Person” means any natural person or any corporation, partnership, limited liability company, association, trust or other entity or organization, including any Governmental Entity.

“Personal Data” means all information that identifies an individual, either alone or when combined with other personal or identifying information, and that is linked or linkable to a specific individual and is processed or stored by the Company or a Company Subsidiary.

“Redemption Notice” has the meaning set forth in Section 6.12(a).

“Registration Rights Agreement” has the meaning set forth in the recitals.

“Registration Statement” has the meaning set forth in Section 6.7(a).

“Released Claim” has the meaning set forth in Section 9.19.

“Released Party” has the meaning set forth in Section 9.19.

“Releasing Party” has the meaning set forth in Section 9.19.

“Remaining Cash Amount” means the Aggregate Cash Amount less the Aggregate Merger 2 Cash Amount.

“Remaining Stock Amount” means the Aggregate Stock Amount less the Aggregate Merger 2 Stock Amount.

“Representatives” has the meaning set forth in Section 6.2.

“Required Stockholder Approval” has the meaning set forth in Section 4.3(c).

“Sarbanes-Oxley Act” has the meaning set forth in Section 4.5.

“SCCII” has the meaning set forth in the Preamble.

“SCCII Bylaws” has the meaning set forth in Section 4.1(c).

“SCCII Capital Stock” means the SCCII Common Stock and the SCCII Preferred Stock.

“SCCII Charter” has the meaning set forth in Section 4.1(c).

“SCCII Common Stock” means the Common Stock of SCCII, par value \$0.001 per share.

“SCCII Preferred Stock” means 11.5% Cumulative Preferred Stock of SCCII, par value \$0.001 per share with a liquidation preference of \$100 per share.

“SDS” means SunGard Data Systems Inc., a Delaware corporation.

“SEC” means the United States Securities and Exchange Commission.

“Second Certificate of Merger” has the meaning set forth in Section 2.3(c).

“Securities Act” means the Securities Act of 1933, as amended.

“Software” shall mean computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code, object code or other form, databases and compilations, including any and all data and collections of data, descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and all documentation, including user manuals and training materials related to any of the foregoing.

“Sponsor Representation Letters” means those certain tax representation letters delivered on the date of this Agreement by those stockholders who are contemplated to be parties to the Support and Standstill Agreements to Willkie Farr & Gallagher LLP.

“ST&B” has the meaning set forth in Section 9.20.

“Subsidiary” means, as to any Person, any corporation, partnership, limited liability company, association or other business entity (a) of which such Person directly or indirectly owns securities or other equity interests representing more than fifty percent (50%) of the aggregate voting power or (b) of which such Person possesses more than fifty percent (50%) of the right to elect directors or Persons holding similar positions.

“Support and Standstill Agreements” has the meaning set forth in Section 8.1(d)(ii).

“Surviving Company” has the meaning set forth in Section 2.1(d).

“Tax” or “Taxes” means all United States federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, backup withholding, duties, intangibles, franchise, and other taxes, charges, fees, levies or like assessments, together with all penalties and additions to tax and interest thereon.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

“Tax Sharing Agreement” means the Tax Sharing and Disaffiliation Agreement, dated March 31, 2014, among the Company, SDS, AS Spinco, and SunGard Availability Services Holdings, LLC.

“Termination Date” has the meaning set forth in Section 8.1(b)(i).

“Trade Secrets” means any confidential or proprietary information, trade secrets or know-how (including processes, schematics, business and other methods, formulae, drawings, specifications, prototypes, models, designs, plans, data, research and development, pricing and cost information, business and marketing plans and proposals, vendor, customer and supplier lists).

“Underwater Appreciation Unit” shall mean any Company Appreciation Unit with an aggregate exercise or base price equal to or in excess of the Company Equity Award Aggregate Value of such Company Appreciation Unit, it being understood that Underwater Appreciation Units shall be determined on an iterative basis.

“Underwater Option” shall mean any Company Stock Option with an aggregate exercise price equal to or in excess of the Company Equity Award Aggregate Value of such Company Stock Option, it being understood that Underwater Options shall be determined on an iterative basis.

“United States” or “U.S.” means the United States of America.

“Unvested Equity Award Preferred Stock Amount” means a number of shares of Parent Common Stock equal to the product of (a) the quotient of (i) the Per Share Merger 2 Consideration Value divided by (ii) the Parent Measurement Price multiplied by (b) the aggregate number of shares of SCCII Preferred Stock underlying Unvested RSUs determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares of SCCII Preferred Stock underlying such awards are delivered to the applicable holders and that no shares of SCCII Preferred Stock are withheld in payment of any applicable tax obligations.

“Unvested RSUs” means any Company Restricted Stock Units that are unvested immediately prior to the Effective Time and that do not vest pursuant to their terms or Section 3.4 hereof in connection with the consummation of any of the Mergers.

“Vested Appreciation Units” means any Company Appreciation Units that are vested immediately prior to the Effective Time or that vest pursuant to their terms or Section 3.4 hereof in connection with the consummation of any of the Mergers.

“Vested Equity Award Preferred Cash Amount” means an amount of cash equal to the product of (a) the Per Share Merger 2 Cash Amount multiplied by (b) the aggregate number of shares of SCCII Preferred Stock underlying Vested RSUs, Vested Options and Vested Appreciation Units determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares of Consolidated Capital Stock underlying such awards are delivered to the applicable holders and that no shares of Consolidated Capital Stock are withheld in payment of any applicable exercise price or tax obligations; provided, however, that any Underwater Option and Underwater Appreciation Unit shall, in each case, be disregarded for purposes of this definition.

“Vested Equity Award Preferred Stock Amount” means a number of shares of Parent Common Stock equal to the product of (a) the Per Share Merger 2 Stock Amount multiplied by (b) the aggregate number of shares of SCCII Preferred Stock underlying Vested RSUs, Vested Options and Vested Appreciation Units determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares of SCCII Preferred Stock underlying such awards are delivered to the applicable holders and that no shares of SCCII Preferred Stock are withheld in payment of any applicable exercise price or tax obligations; provided, however, that any Underwater Option and Underwater Appreciation Unit shall, in each case, be disregarded for purposes of this definition.

“Vested Equity Awards” means the Vested Options, Vested RSUs or the Vested Appreciation Units, as applicable.

“Vested Option/Appreciation Unit Aggregate Proceeds” means the aggregate exercise price that would be payable to the Company upon exercise or settlement of all Vested Options and all Vested Appreciation Units that are outstanding immediately prior to the Effective Time (assuming that an amount in cash equal to the full exercise price or base price of each Vested Option and each Vested Appreciation Unit were delivered to the Company, regardless of whether the Vested Option or Vested Appreciation Unit requires payment of an exercise price); provided, however, that any Underwater Option and Underwater Appreciation Unit shall be disregarded for purposes of this definition.

“Vested Options” means Company Stock Options, including any Performance-Based Options, that are vested immediately prior to the Effective Time or that vest pursuant to their terms or Section 3.4 hereof in connection with the consummation of any of the Mergers.

“Vested RSUs” means any Company Restricted Stock Units that are vested immediately prior to the Effective Time or that vest pursuant to their terms or Section 3.4 hereof in connection with the consummation of any of the Mergers.

“Willful Breach” means with respect to any breaches of or failures to perform any of the covenants or other agreements contained in this Agreement, a material breach that is a consequence of an act or failure to act undertaken by the breaching party with actual or constructive knowledge (which shall be deemed to include knowledge of facts that a Person acting reasonably should have, based on reasonable due inquiry) that such party’s act or failure to act would, or would reasonably be expected to, result in or constitute a material breach of this Agreement. For the avoidance of doubt, a party’s failure to consummate the Closing when required pursuant to Section 2.2 shall be a Willful Breach of this Agreement.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.2. Other Definitional Provisions; Interpretation. The words “hereof,” “herein” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and references to articles, sections, paragraphs, exhibits and schedules are to the articles, sections and paragraphs of, and exhibits and schedules to, this Agreement, unless otherwise specified. Whenever “include,” “includes” or “including” is used in this Agreement, such word shall be deemed to be followed by the phrase “without limitation.” Words describing the singular number shall be deemed to include the plural and vice versa; words denoting any gender shall be deemed to include all genders; and words denoting natural persons shall be deemed to include business entities and vice versa. References to dollars or “\$” are to United States of America dollars. Terms defined in the text of this Agreement as having a particular meaning have such meaning throughout this Agreement, except as otherwise indicated in this Agreement.

## ARTICLE II

### THE MERGERS

#### Section 2.1. The Mergers.

(a) At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the DGCL, Merger Sub 1 shall be merged with and into the Company ("Merger 1"), the separate corporate existence of Merger Sub 1 shall cease and the Company shall continue as the surviving corporation (the "Merger 1 Surviving Corporation") and as a wholly owned subsidiary of Parent.

(b) Immediately following the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the DGCL and the DLLCA, the Merger 1 Surviving Corporation shall be merged with and into Merger Sub 2 ("Follow-On Merger 1"), the separate corporate existence of the Merger 1 Surviving Corporation shall cease and Merger Sub 2 shall continue as the surviving company (the "Follow-On 1 Surviving Company") and as a wholly owned subsidiary of Parent.

(c) Immediately following the Follow-On 1 Effective Time and subject to, and upon the terms and conditions of, this Agreement and the applicable provisions of the DGCL, Merger Sub 3 shall be merged with and into SCCII ("Merger 2"), the separate corporate existence of Merger Sub 3 shall cease and SCCII shall continue as the surviving corporation (the "Merger 2 Surviving Corporation") and as a wholly owned subsidiary of Parent.

(d) Immediately following the Merger 2 Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the DGCL and the DLLCA, the Merger 2 Surviving Corporation shall be merged with and into the Follow-On 1 Surviving Company ("Follow-On Merger 2") and, together with Merger 1, Follow-On Merger 1 and Merger 2, the "Mergers"), the separate corporate existence of Merger 2 Surviving Corporation shall cease and the Follow-On 1 Surviving Company shall continue as the surviving company (the "Surviving Company") and as a wholly owned subsidiary of Parent.

Section 2.2. Closing. The closing of the Mergers (the "Closing") will take place at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, at 10:00 A.M., New York City time, on the third Business Day following the day on which the conditions set forth in Article VII hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) have been satisfied or waived in accordance with this Agreement or at such other time and place as the Company and Parent may agree in writing. The date on which the Closing occurs is referred to herein as the "Closing Date".

#### Section 2.3. Merger Effective Times.

(a) Contemporaneously with the Closing, the Company and Parent will cause Merger 1 to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger (the "First Certificate of Merger"), to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL.

Merger 1 shall become effective at the time when the First Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the First Certificate of Merger (the "Effective Time").

(b) Immediately following the Effective Time, Parent will cause Follow-On Merger 1 to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger (the "Follow-On 1 Certificate of Merger"), to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 264 of the DGCL and Section 18-209 of the DLLCA. Follow-On Merger 1 shall become effective at the time when the Follow-On 1 Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Follow-On 1 Certificate of Merger (the "Follow-On 1 Effective Time").

(c) Immediately following the Follow-On 1 Effective Time, Parent will cause Merger 2 to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger (the "Second Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. Merger 2 shall become effective at the time when the Second Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Second Certificate of Merger (the "Merger 2 Effective Time").

(d) Immediately following the Merger 2 Effective Time, Parent will cause Follow-On Merger 2 to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger (the "Follow-On 2 Certificate of Merger" and, together with the First Certificate of Merger, the Follow-On 1 Certificate of Merger and the Second Certificate of Merger, the "Certificates of Merger"), to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 264 of the DGCL and Section 18-209 of the DLLCA. Follow-On Merger 2 shall become effective at the time when the Second Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Second Certificate of Merger (the "Final Effective Time" and, together with the Effective Time and the Follow-On 1 Effective Time and the Merger 2 Effective Time, the "Merger Effective Times").

Section 2.4. Effect of the Mergers. At the Merger Effective Times, the effect of the Mergers shall be as provided in this Agreement, the Certificates of Merger and the applicable provisions of the DGCL and the DLLCA. Without limiting the generality of the foregoing, and subject thereto, (a) at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub 1 shall vest in the Merger 1 Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub 1 shall become the debts, liabilities and duties of the Merger 1 Surviving Corporation, (b) at the Follow-On 1 Effective Time, all the property, rights, privileges, powers and franchises of the Merger 1 Surviving Corporation and Merger Sub 2 shall vest in the Follow-On 1 Surviving Company, and all debts, liabilities and duties of the Merger 1 Surviving Corporation and Merger Sub 2 shall become the debts, liabilities and duties of the Follow-On 1 Surviving Company, (c) at the Merger 2 Effective Time, all the property, rights, privileges, powers and franchises of SCCII and Merger Sub 3 shall vest in the Merger 2 Surviving Corporation, and all debts, liabilities and duties of SCCII and

Merger Sub 3 shall become the debts, liabilities and duties of the Merger 2 Surviving Corporation, and (d) at the Final Effective Time, all the property, rights, privileges, powers and franchises of Merger 2 Surviving Corporation and the Follow-On 1 Surviving Company shall vest in the Surviving Company, and all debts, liabilities and duties of Merger 2 Surviving Corporation and the Follow-On 1 Surviving Company shall become the debts, liabilities and duties of the Surviving Company.

Section 2.5. Organizational Documents of the Merger 1 Surviving Corporation, the Merger 2 Surviving Corporation and the Surviving Company.

(a) Subject to Section 6.6 hereof, the certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated by virtue of Merger 1 at the Effective Time to read in the form attached hereto as Exhibit A and, as so amended and restated, shall be the certificate of incorporation of the Merger 1 Surviving Corporation until thereafter amended in accordance with applicable Law and as provided in such certificate of incorporation. Subject to Section 6.6 hereof, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated as of the Effective Time to read in the form of the bylaws of Merger Sub 1 as in effect immediately prior to the Effective Time (except that the name of the Company will not change) and, as so amended and restated, shall be the bylaws of the Merger 1 Surviving Corporation until thereafter amended in accordance with applicable Law and as provided in such bylaws.

(b) Subject to Section 6.6 hereof, the certificate of formation of Merger Sub 2, as in effect immediately prior to the Follow-On 1 Effective Time, shall be amended by virtue of Follow-On Merger 1 at the Follow-On 1 Effective Time to provide that the name of the Follow-On 1 Surviving Company shall be "SunGard, LLC" and, as so amended, shall be the certificate of formation of the Follow-On 1 Surviving Company immediately following the Follow-On 1 Effective Time until thereafter amended in accordance with applicable Law and as provided in such certificate of formation. Subject to Section 6.6 hereof, the limited liability company agreement of Merger Sub 2, as in effect immediately prior to the Follow-On 1 Effective Time, shall be amended as of the Follow-On 1 Effective Time to provide that the name of the Follow-On 1 Surviving Company shall be "SunGard, LLC" and, as so amended, shall be the limited liability company agreement of the Follow-On 1 Surviving Company immediately following the Follow-On 1 Effective Time until thereafter amended in accordance with applicable Law and as provided in such limited liability company agreement.

(c) Subject to Section 6.6 hereof, the certificate of incorporation of SCCII, as in effect immediately prior to the Merger 2 Effective Time, shall be amended and restated by virtue of Merger 2 at the Merger 2 Effective Time to read in the form attached hereto as Exhibit B and, as so amended and restated, shall be the certificate of incorporation of the Merger 2 Surviving Corporation until thereafter amended in accordance with applicable Law and as provided in such certificate of incorporation. Subject to Section 6.6 hereof, the bylaws of SCCII, as in effect immediately prior to the Merger 2 Effective Time, shall be amended and restated as of the Merger 2 Effective Time to read in the form of the bylaws of Merger Sub 3, as in effect immediately prior to the Merger 2 Effective Time (except that the name of SCCII will not change), and, as so amended and restated, shall be the bylaws of the Merger 2 Surviving Corporation until thereafter amended in accordance with applicable Law and as provided in such bylaws.

(d) Subject to Section 6.6 hereof, the certificate of formation of the Follow-On 1 Surviving Company, as in effect immediately prior to the Final Effective Time, shall be the certificate of formation of the Surviving Company at and after the Final Effective Time until thereafter amended in accordance with applicable Law and as provided in such certificate of formation. Subject to Section 6.6 hereof, the limited liability company agreement of the Follow-On 1 Surviving Company, as in effect immediately prior to the Final Effective Time, shall be the limited liability company agreement of the Surviving Company at and after the Final Effective Time until thereafter amended in accordance with applicable Law and as provided in such limited liability company agreement.

Section 2.6. Directors and Officers of the Surviving Company.

(a) The directors of Merger Sub 1 as of immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Merger 1 Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Merger 1 Surviving Corporation's certificate of incorporation and bylaws. The persons designated by Parent prior to the Effective Time shall, from and after the Effective Time, be the initial officers of the Merger 1 Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Merger 1 Surviving Corporation's certificate of incorporation and bylaws.

(b) The managers of Merger Sub 2 as of immediately prior to the Follow-On 1 Effective Time shall, from and after the Follow-On 1 Effective Time, be the managers of the Follow-On 1 Surviving Company until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Follow-On 1 Surviving Company's certificate of formation and limited liability company agreement. The officers of the Merger 1 Surviving Corporation following the Effective Time and at Follow-On 1 Effective Time shall, from and after the Follow-On 1 Effective Time, be the initial officers of the Follow-On 1 Surviving Company until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Follow-On 1 Surviving Company's certificate of formation and limited liability company agreement.

(c) The directors of Merger Sub 3 as of immediately prior to the Merger 2 Effective Time shall, from and after the Merger 2 Effective Time, be the directors of the Merger 2 Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Merger 2 Surviving Corporation's certificate of incorporation and bylaws. The officers of SCCII at the Merger 2 Effective Time shall, from and after the Merger 2 Effective Time, be the initial officers of the Merger 2 Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Merger 2 Surviving Corporation's certificate of incorporation and bylaws.

(d) The managers of the Follow-On 1 Surviving Company as of immediately prior to the Final Effective Time shall, from and after the Final Effective Time, be the managers of the Surviving Company until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's certificate of formation and limited liability company agreement. The officers of the Follow-On 1 Surviving Company at the Final Effective Time shall, from and after the Final Effective Time, be the initial officers of the Surviving Company until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's certificate of formation and limited liability company agreement.



Section 2.7. Tax Consequences. It is intended that Merger 1 and Follow-On Merger 1, taken together, shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code, and that this Agreement shall constitute, and is adopted as, a “plan of reorganization” for purposes of Sections 354 and 361 of the Code. It is also intended that Merger 2 and Follow-On Merger 2, taken together, shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code, and that this Agreement shall constitute, and is adopted as, a “plan of reorganization” for purposes of Sections 354 and 361 of the Code. The parties shall use all reasonable best efforts to cause (a) Merger 1 and Follow-On Merger 1, taken together, and (b) Merger 2 and Follow-On Merger 2, taken together, in each case, to constitute a reorganization under Section 368(a) of the Code. The parties agree to report (a) Merger 1 and Follow-On Merger 1, taken together, and (b) Merger 2 and Follow-On Merger 2, taken together, in each case, for all relevant Tax purposes in a manner entirely consistent with this Section 2.7 and shall not take any position inconsistent therewith in the filing of any Tax Return or in the course of any audit, Tax review or proceeding relating to any Tax Return by a taxing authority. This Section 2.7 shall apply only if (a) the Per Share Merger 1 Stock Amount equals 40% or more of the Per Share Merger 1 Consideration Value and/or (b) the Per Share Merger 2 Stock Amount plus the fair market value of the shares of SCCII held by Merger Sub 2 equals 40% or more of (i) the Per Share Merger 2 Consideration Value plus (ii) the fair market value of the shares of SCCII held by Merger Sub 2.

Section 2.8. FIRPTA Certificate. At Closing, the Company and SCCII shall each deliver to Parent a duly executed certificate pursuant to Treasury Regulation Section 1.1445-2(c)(3), stating that the Company and SCCII (as applicable) is not nor has it been a U.S. real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c) of the Code.

### ARTICLE III

#### EFFECT ON CAPITAL STOCK; PURCHASE PRICE

##### Section 3.1. Conversion of Shares.

(a) At the Effective Time, each share of common stock, par value \$0.01 per share, of Merger Sub 1 (“Merger Sub 1 Common Stock”) issued and outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock, par value \$0.01 per share, of the Merger 1 Surviving Corporation (the “Merger 1 Surviving Corporation Common Stock”).

(b) The following provisions shall be applicable to the conversion of the Company Common Stock in connection with Merger 1:

(i) At the Effective Time, each share of Class L Common Stock issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares and Dissenting Shares) and all rights in respect thereof, shall, by virtue of Merger 1 and without any action on the part of the holder thereof, be converted into the right to receive the Per Share Merger 1 Consideration, and such shares shall otherwise cease to be outstanding, shall automatically be cancelled and retired and shall cease to exist, and each holder of a Certificate (or uncertificated shares as reflected in the books and records of the Company) that immediately prior to the Effective Time represented any such shares of Class L Common Stock shall cease to have any rights with respect thereto, except the right to receive the Per Share Merger 1 Consideration and any cash in lieu of fractional shares of Parent Common Stock to be issued or paid in consideration therefor and any dividends or other distributions thereon to which holders become entitled upon the surrender of such shares of Class L Common Stock in accordance with Section 3.2(c), without interest.

(ii) At the Effective Time, each share of Class A Common Stock issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares and Dissenting Shares) and all rights in respect thereof, by virtue of Merger 1 and without any action on the part of the holder thereof, shall cease to be outstanding, shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor. Each holder of a Certificate (or uncertificated shares as reflected in the books and records of the Company) that immediately prior to the Effective Time represented any such shares of Class A Common Stock shall cease to have any rights with respect thereto.

(c) The following provisions shall be applicable to the Merger 1 Surviving Corporation Common Stock and the membership units of Merger Sub 2 ("Merger Sub 2 Units") in connection with Follow-On Merger 1:

(i) At the Follow-On 1 Effective Time, each of the Merger Sub 2 Units outstanding immediately prior to the Follow-On 1 Effective Time shall remain outstanding immediately following the Follow-On 1 Effective Time as outstanding membership units of the Follow-On 1 Surviving Company.

(ii) At the Follow-On 1 Effective Time, each share of Merger 1 Surviving Corporation Common Stock issued and outstanding immediately prior to the Follow-On 1 Effective Time shall cease to be outstanding, shall automatically be cancelled and retired and cease to exist, and no consideration shall be delivered in exchange therefor.

(d) At the Merger 2 Effective Time, each share of common stock, par value \$0.01 per share, of Merger Sub 3 ("Merger Sub 3 Common Stock") issued and outstanding immediately prior to the effective time of Merger 2 shall be converted into and become one share of common stock, par value \$0.01 per share, of the Merger 2 Surviving Corporation (the "Merger 2 Surviving Corporation Common Stock").

(e) The following provisions shall be applicable to the conversion of SCCII Capital Stock in connection with Merger 2:

(i) At the Merger 2 Effective Time, each share of SCCII Common Stock issued and outstanding immediately prior to the Merger 2 Effective Time and all rights in respect thereof, by virtue of Merger 2 and without any action on the part of the holder thereof, shall cease to be outstanding, shall automatically be cancelled and retired and cease to exist, and no consideration shall be delivered in exchange therefor. Each holder of a Certificate (or uncertificated shares as reflected in the books and records of SCCII) that immediately prior to the Merger 2 Effective Time represented any such shares of SCCII Common Stock shall cease to have any rights with respect thereto.

(ii) At the Merger 2 Effective Time, each share of SCCII Preferred Stock issued and outstanding immediately prior to the Merger 2 Effective Time (other than Cancelled Shares and Dissenting Shares) and all rights in respect thereof, shall, by virtue of Merger 2 and without any action on the part of the holder thereof, be converted into the right to receive the Per Share Merger 2 Consideration, and such shares shall otherwise cease to be outstanding, shall automatically be cancelled and retired and shall cease to exist, and each holder of a Certificate (or uncertificated shares as reflected in the books and records of the Company) that immediately prior to the Merger 2 Effective Time represented any such shares of SCCII Preferred Stock shall cease to have any rights with respect thereto, except the right to receive the Per Share Merger 2 Consideration and any cash in lieu of fractional shares of Parent Common Stock to be issued or paid in consideration therefor and any dividends or other distributions thereon to which holders become entitled upon the surrender of such shares of SCCII Preferred Stock in accordance with Section 3.2(c), without interest.

(f) The following provisions shall be applicable to the Merger 2 Surviving Corporation Common Stock and the membership units of the Follow-On 1 Surviving Company in connection with Follow-On Merger 2:

(i) At the Final Effective Time, each of the membership units of the Follow-On 1 Surviving Company outstanding immediately prior to the Follow-On Effective Time shall remain outstanding immediately following the Final Effective Time as outstanding membership units of the Surviving Company.

(ii) At the Final Effective Time, each share of Merger 2 Surviving Corporation Common Stock issued and outstanding immediately prior to the Final Effective Time shall cease to be outstanding, shall automatically be cancelled and retired and cease to exist, and no consideration shall be delivered in exchange therefor.

(g) (i) All shares of Company Common Stock that are owned by the Company as treasury shares, (ii) all shares of SCCII Capital Stock that are owned by SCCII as treasury shares, (iii) any shares of Company Common Stock or SCCII Capital Stock owned by Parent, any Merger Sub or any other direct or indirect wholly owned Parent Subsidiary and (iv) any

shares of Company Common Stock or SCCII Capital Stock owned by any Company Subsidiary (“Cancelled Shares”) shall, at the Effective Time in the case of shares of Company Common Stock or at the Merger 2 Effective Time in the case of shares of SCCII Capital Stock, be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(h) If at any time between the date of this Agreement and the Effective Time any change in the number of issued or outstanding shares of Parent Common Stock shall occur as a result of a reclassification, recapitalization, share split (including a reverse share split), or combination, exchange or readjustment of shares, or any share dividend or share distribution (including any dividend or distribution of securities convertible into shares of Parent Common Stock) with a record date during such period, the amount of the Aggregate Stock Amount shall be equitably adjusted to reflect such change and, if such change occurs after the date on which the Parent Measurement Price is determined, the Parent Measurement Price shall be equitably adjusted to reflect such change as well.

(i) No fraction of a share of Parent Common Stock will be issued by virtue of the Mergers, but in lieu thereof each holder of Class L Common Stock, SCCII Preferred Stock or a Vested Equity Award that would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock that otherwise would be received by such holder) shall, upon surrender of such holder’s Certificates (or, for holders of uncertificated shares of Class L Common Stock or SCCII Preferred Stock, upon proper delivery of a fully executed Letter of Transmittal) or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit in the manner provided in Section 3.2(c)(v), receive from Parent an amount of cash (rounded to the nearest whole cent), without interest, equal to the product of: (i) such fraction, multiplied by (ii) the Parent Measurement Price. Shares of Parent Common Stock representing the aggregation of all fractional shares of Parent Common Stock that otherwise would be received by the holder of any Consolidated Capital Stock or Vested Equity Award pursuant to the terms of this Agreement but that instead are paid in cash as described in this Section 3.1(i) will be returned to Parent following Closing as and when cash is paid in lieu of any amount of fractional shares that equals a whole number of shares (based on the Parent Measurement Price). Notwithstanding anything in this Agreement to the contrary, Parent shall in no event as a result of any rounding or otherwise be required to (i) issue more shares of Parent Common Stock at the Closing than the Aggregate Stock Amount less (A) the number of shares of Parent Common Stock required to be returned to Parent pursuant to the preceding sentence and (B) the number of shares of Parent Common Stock underlying the Converted RSUs (assuming for this purpose that such number of shares had not been rounded to the nearest whole number of shares as provided in Section 3.4(e) and without limiting the obligation of Parent to issue such shares of Parent Common Stock upon the settlement of such Converted RSUs in accordance with the terms thereof) or (ii) pay more cash than the Aggregate Cash Amount plus the aggregate amount of cash in lieu of fractional shares of Parent Common Stock payable pursuant to this Section 3.1(i).

### Section 3.2. Payment of Merger Consideration.

(a) Prior to the Closing, Parent shall appoint a bank or trust company of national recognition reasonably acceptable to the Company, or Parent’s transfer agent, to act as exchange agent (the “Exchange Agent”) hereunder. At the Closing, Parent shall deposit, or

cause to be deposited, with the Exchange Agent, in trust for the benefit of the holders of shares of Class L Common Stock and SCCII Preferred Stock, for exchange in accordance with this Section 3.2, (i) certificates or evidence of book-entry shares representing a number of shares of Parent Common Stock sufficient to pay the holders of shares of Class L Common Stock and SCCII Preferred Stock the Per Share Merger 1 Stock Amount and the Per Share Merger 2 Stock Amount, respectively, in respect of each share of Class L Common Stock and SCCII Preferred Stock held by such holders and (ii) an amount of cash sufficient to pay (A) the holders of shares of Class L Common Stock and SCCII Preferred Stock the Per Share Merger 1 Cash Amount and the Per Share Merger 2 Cash Amount, respectively, in respect of each share of Class L Common Stock and SCCII Preferred Stock held by such holders plus (B) the cash to be paid to such holders in lieu of fractional shares pursuant to Section 3.1(i) (such shares of Parent Common Stock together with such cash, the “Exchange Fund”). On the Closing Date, Parent shall cause the Exchange Agent to pay from the Exchange Fund to each holder of Class L Common Stock and each holder of SCCII Preferred Stock who has surrendered its Certificates, if applicable, and delivered a properly completed and duly executed Letter of Transmittal by the second (2<sup>nd</sup>) Business Day prior to the Closing Date, the Per Share Merger 1 Consideration for each share of Class L Common Stock held by such holder and the Per Share Merger 2 Consideration for each share of SCCII Preferred Stock held by such holder, and following the Closing Date, Parent shall cause the Exchange Agent to pay from the Exchange Fund to each other holder of Class L Common Stock (who has thereafter surrendered its Certificates, if applicable, and delivered a properly completed and duly executed Letter of Transmittal) the Per Share Merger 1 Consideration for each share of Class L Common Stock held by such holder and to each other holder of SCCII Preferred Stock (who has thereafter surrendered its Certificates, if applicable, and delivered a properly completed and duly executed Letter of Transmittal) the Per Share Merger 2 Consideration for each share of SCCII Preferred Stock held by such holder, in each case in accordance with the procedures and timing set forth herein.

(b) At, or as promptly as reasonably practicable after the Final Effective Time, Parent shall or shall cause the Surviving Company to deliver (i) in exchange for each Vested Option and Vested Appreciation Unit which is cancelled pursuant to Section 3.4(c) and Section 3.4(d), the Per Share Merger 1 Consideration for each Net Option/Appreciation Unit Class L Share and the Per Share Merger 2 Consideration for each Net Option/Appreciation Unit Preferred Share relating to each such Vested Option or Vested Appreciation Unit net of the Applicable Withholding Amounts in accordance with Section 3.4(c) and Section 3.4(d) and (ii) in exchange for each Vested RSU which is cancelled pursuant to Section 3.4(f), the Per Share Merger 1 Consideration for each share of Class L Common Stock underlying such Vested RSU and the Per Share Merger 2 Consideration for each share of SCCII Preferred Stock underlying such Vested RSU net of the Applicable Withholding Amount in accordance with Section 3.4(f).

(c) The following provisions shall be applicable to payment of the Per Share Merger 1 Consideration and the Per Share Merger 2 Consideration:

(i) At the time specified in Section 6.7(d), the Company will deliver or mail or will cause to be delivered or mailed to each holder of Class L Common Stock and SCCII Preferred Stock a letter of transmittal in the form attached hereto as Exhibit E (the “Letter of Transmittal”), which shall specify that delivery shall be effected, only upon proper delivery of the related Certificates (or, for holders of uncertificated shares, upon proper delivery of a fully

executed Letter of Transmittal) in accordance therewith to the Company or the Surviving Company, as applicable, and instructions for use in surrendering such shares of Class L Common Stock and SCCII Preferred Stock and receiving the applicable Per Share Merger Consideration in respect of the Class L Common Stock and SCCII Preferred Stock evidenced thereby. Upon the surrender of each such Certificate, if applicable, and a properly completed and duly executed Letter of Transmittal at least two (2) Business Days prior to the Closing Date, the Exchange Agent shall, on the Closing Date following the Final Effective Time, pay the holder of such shares of Class L Common Stock and SCCII Preferred Stock the applicable Per Share Merger Consideration in consideration therefor, and such shares of Class L Common Stock and SCCII Preferred Stock and any related Certificate shall (A) in the case of shares of Class L Common Stock be cancelled at and as of the Effective Time, and (B) in the case of shares of SCCII Preferred Stock be cancelled at and as of the Merger 2 Effective Time. Upon the surrender of each such Certificate, if applicable, and a properly completed and duly executed Letter of Transmittal any time after the second (2<sup>nd</sup>) Business Day prior to the Closing Date, the Exchange Agent shall, no earlier than at the Closing following the Final Effective Time and as soon as reasonably practicable, which shall not exceed five (5) Business Days from receipt by the Exchange Agent of such Certificates, if applicable, and a properly completed and duly executed Letter of Transmittal, pay the holder of such shares of Class L Common Stock and SCCII Preferred Stock the applicable Per Share Merger Consideration in consideration therefor, and such shares of Class L Common Stock and SCCII Preferred Stock and any related Certificate shall (A) in the case of shares of Class L Common Stock be cancelled at and as of the Effective Time, and (B) in the case of shares of SCCII Preferred Stock be cancelled at and as of the Merger 2 Effective Time. Until so surrendered, each such Certificate (other than Certificates representing Cancelled Shares or Dissenting Shares) shall represent solely the right to receive the applicable Per Share Merger Consideration relating thereto.

(ii) After the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Company of any shares of Consolidated Capital Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, shares of Class L Common Stock and SCCII Preferred Stock are presented to the Exchange Agent, they shall be surrendered and cancelled against delivery of the applicable Per Share Merger Consideration as provided in this Article III.

(iii) No interest shall accrue or be paid on the Per Share Merger Consideration payable upon the delivery of Certificates or Letters of Transmittal. None of Parent, the Surviving Company, the Exchange Agent or any of their respective Affiliates shall be liable to a holder of Consolidated Capital Stock or holder of Company Equity Awards for any cash or interest thereon or other property delivered to a public official pursuant to any applicable abandoned property, escheat or similar Laws. Any portion of the Exchange Fund remaining unclaimed by holders of Class L Common Stock and SCCII Preferred Stock or amounts unclaimed by holders of Company Equity Awards twelve (12) months after the applicable Merger Effective Time (or such earlier date immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Entity) shall become, to the extent permitted by applicable Law, the property of the Surviving Company free and clear of any claim or interest of any Person previously entitled thereto. Any portion of the Exchange Fund which remains unclaimed shall, at Parent's option, be paid to Parent.

(iv) After the Closing Date, any holder of Class L Common Stock and SCCII Preferred Stock or holder of Company Equity Awards will be entitled to look only to the Surviving Company for payment of their respective claims for the consideration set forth in this Article III, without interest thereon, but will have no greater rights against the Surviving Company than may be accorded to general creditors thereof under applicable Law.

(v) In the event that any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent will issue, or will cause to be issued, in exchange for such lost, stolen or destroyed Certificate the payments with respect to such Certificate to which such Person is entitled pursuant to this Article III; provided that the Person to whom such payments are made shall, as a condition precedent to the payment thereof, indemnify Parent and the Surviving Company against any claim that may be made against Parent or the Surviving Company with respect to the Certificate claimed to have been lost, stolen or destroyed.

(vi) Notwithstanding anything in this Agreement to the contrary, the Exchange Agent, Parent and the Surviving Company shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted or withheld with respect to the making of such payment under the Code or any applicable provision of state, local or foreign Tax law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(vii) If payment of the Per Share Merger Consideration in respect of a share of Class L Common Stock or SCCII Preferred Stock is to be made to a Person other than the Person in whose name a surrendered Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such payment shall have paid any transfer and other Taxes required by reason of such payment in a name other than that of the registered holder of the Certificate surrendered or shall have established to the reasonable satisfaction of Parent that such Taxes either have been paid or are not payable.

(viii) No dividends or other distributions declared or made with respect to Parent Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate (or uncertificated shares of Class L Common Stock and SCCII Preferred Stock or holder of a Company Equity Award) with respect to the shares of Parent Common Stock issuable upon surrender thereof, and no cash payment with respect to any cash portion of Per Share Merger Consideration or in lieu of fractional shares shall be paid to any such holder, until the surrender of such Certificate (or uncertificated shares of Class L Common Stock and SCCII Preferred Stock) or other relevant provisions are followed in accordance with this Article III. Subject to escheat, Tax or other applicable Law, following surrender of any such Certificate (or uncertificated shares of Class L Common Stock and SCCII Preferred Stock), there shall be paid to the holder of the certificate representing whole shares of Parent Common Stock issued in exchange therefor, without interest, at the time of such surrender, (A) the amount of any cash payable in lieu of a fractional share of Parent Common Stock to which such holder is

entitled pursuant to Section 3.1(i) and (B) the amount of dividends or other distributions declared on the shares of Parent Common Stock with a record date after the applicable Merger Effective Time and a payment date prior to such surrender that is payable with respect to such whole shares of Parent Common Stock and, at the appropriate payment date, the amount of dividends or other distributions with a record date after the applicable Merger Effective Time and a payment date subsequent to such surrender payable with respect to such whole shares of Parent Common Stock.

(ix) The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by Parent, on a daily basis; provided, however, that any such investments shall be in short-term obligations of the United States with maturities of no more than thirty (30) days or short-term obligations guaranteed by the United States or backed by the full faith and credit of the United States. Any interest and other income resulting from such investments shall be paid to Parent upon termination of the Exchange Fund pursuant to this Section 3.2. No investment of the Exchange Fund shall relieve Parent, the Surviving Company or the Exchange Agent from promptly making the payments required by this Article III, and following any losses from any such investment, Parent shall promptly provide additional cash funds to the Exchange Agent for the benefit of the holders of Class L Common Stock and SCCII Preferred Stock at the Effective Time in the amount of such losses, which additional funds will be deemed to be part of the Exchange Fund.

(d) (i) If applicable, for all purposes of this Section 3.2 and for U.S. federal income tax purposes, and in accordance with Treasury Regulation Section 1.358-2(a)(2)(ii), a holder of Class L Common Stock will be treated as having surrendered, in exchange for the Aggregate Stockholder Cash Consideration to be paid to such holder pursuant to Section 3.1, a number of shares of Class L Common Stock evidenced by Certificates (which are specifically identified by such stockholder in the Letter of Transmittal to be the Certificates exchanged for such stockholder's Aggregate Stockholder Cash Consideration) equal to the product of (A) the total number of shares of Class L Common Stock held by such stockholder and converted into the right to receive the Per Share Merger 1 Consideration pursuant to this Agreement and (B) the Cash Ratio.

(ii) If applicable, for all purposes of this Section 3.2 and for U.S. federal income tax purposes, and in accordance with Treasury Regulation Section 1.358-2(a)(2)(ii), a holder of SCCII Preferred Stock will be treated as having surrendered, in exchange for the Aggregate Stockholder Cash Consideration to be paid to such holder pursuant to Section 3.1, a number of shares of SCCII Preferred Stock evidenced by Certificates (which are specifically identified by such stockholder in the Letter of Transmittal to be the Certificates exchanged for such stockholder's Aggregate Stockholder Cash Consideration) equal to the product of (A) the total number of shares of SCCII Preferred Stock held by such stockholder and converted into the right to receive the Per Share Merger 2 Consideration pursuant to this Agreement and (B) the Cash Ratio.

Section 3.3. Dissenting Shares. Notwithstanding any other provision of this Agreement to the contrary, shares of Consolidated Capital Stock that are outstanding immediately prior to the Effective Time or the Merger 2 Effective Time, as the case may be, and which are held by stockholders who shall have not voted in favor of Merger 1 or Merger 2 or



consented thereto in writing and who shall have properly demanded and are entitled to appraisal for such shares in accordance with Section 262 of the DGCL (collectively, the “Dissenting Shares”) shall not be converted into or represent the right to receive the Per Share Merger Consideration, if any. Such stockholders instead shall only be entitled to receive payment of the appraised value of such shares of Consolidated Capital Stock held by them in accordance with the provisions of Section 262 of the DGCL, except that all Dissenting Shares held by stockholders who shall have failed to perfect or who effectively shall have waived, withdrawn, or otherwise are not entitled to, the right to appraisal of such shares of Consolidated Capital Stock under Section 262 of the DGCL shall thereupon be deemed to have been canceled and converted into and to have become exchangeable, as of the Effective Time or the Merger 2 Effective Time, as applicable, for the right to receive, without any interest thereon, the Per Share Merger Consideration to which such shares of Consolidated Capital Stock are entitled pursuant to this Agreement, if any, upon surrender in the manner provided in Section 3.2. The Company shall (a) give Parent prompt notice of any notice or demand for appraisal or payment for shares of Consolidated Capital Stock or any withdrawals of such demands received by the Company, (b) give Parent the opportunity to participate in all negotiations and proceedings with respect to any such demands and (c) not, without the prior written consent of Parent, make any payment with respect to, or settle or offer to settle any such demands. Any payments made with respect to the Dissenting Shares shall be made from the cash accounts of the Company that exist immediately prior to the Effective Time.

Section 3.4. Treatment of Company Stock Options; Company Appreciation Units; Company Restricted Stock Units.

(a) Immediately prior to the Effective Time, each outstanding and unvested Company Stock Option (other than any such Company Stock Option that is an Underwater Option), and each outstanding and unvested Company Appreciation Unit (other than any Company Appreciation Unit that is an Underwater Appreciation Unit) shall, without any further action on the part of any holder thereof, become fully vested, and shall be treated as a Vested Option and Vested Appreciation Unit, respectively, pursuant to this Section 3.4.

(b) At the Effective Time, each outstanding Vested Option (other than any such Vested Option that is an Underwater Option) shall, without any further action on the part of any holder thereof, be cancelled and the holder thereof shall be entitled to receive (i) no consideration with respect to each share of Class A Common Stock underlying such Vested Option, (ii)(A) the Per Share Merger 1 Consideration with respect to each Net Option/Appreciation Unit Class L Share relating to such Vested Option net of (B) the Applicable Withholding Amount and (iii)(A) the Per Share Merger 2 Consideration with respect to each Net Option/Appreciation Unit Preferred Share relating to such Vested Option net of (B) the Applicable Withholding Amount, and all such Vested Options shall otherwise cease to be outstanding, shall be canceled and cease to exist. The Applicable Withholding Amounts covered under this Section 3.4(b) shall be applied pro rata to reduce (x) the aggregate amount payable in cash in respect of the cancelation of such holder’s Vested Options and (y) the aggregate amount payable in Parent Common Stock in respect of the cancelation of such holder’s Vested Options (based on the Parent Measurement Price); provided that such payment shall be made at such other time or times following the Effective Time consistent with the terms of the Company Stock Option to the extent necessary to avoid the imposition of additional income tax under Section 409A of the Code.

(c) At the Effective Time, each outstanding Vested Appreciation Unit (other than any such Vested Appreciation Unit that is an Underwater Appreciation Unit) shall, without any further action on the part of any holder thereof, in accordance with the terms thereof, to the extent not vested, vest, be cancelled and the holder thereof shall be entitled to receive (i) no consideration with respect to each share of Class A Common Stock underlying such Vested Option, (ii)(A) the Per Share Merger 1 Consideration with respect to each Net Option/Appreciation Unit Class L Share relating to such Vested Appreciation Unit net of (B) the Applicable Withholding Amount and (iii)(A) the Per Share Merger 2 Consideration with respect to each Net Option/Appreciation Unit Preferred Share relating to such Vested Appreciation Unit net of (B) the Applicable Withholding Amount, and all such Vested Appreciation Units shall otherwise cease to be outstanding, shall be canceled and cease to exist. The Applicable Withholding Amounts covered under this Section 3.4(c) shall be applied pro rata to reduce (x) the aggregate amount payable in cash in respect of the cancellation of such holder's Vested Appreciation Units and (y) the aggregate amount payable in Parent Common Stock in respect of the cancellation of such holder's Vested Appreciation Units (based on the Parent Measurement Price); provided that such payment shall be made at such other time or times following the Effective Time consistent with the terms of the Company Appreciation Unit to the extent necessary to avoid the imposition of additional income tax under Section 409A of the Code.

(d) Each Underwater Option and each Underwater Appreciation Unit shall be canceled and cease to exist immediately prior to the Effective Time, with no consideration therefor.

(e) Except as set forth in Section 3.4(f), at the Effective Time, by virtue of Merger 1 and Merger 2, each Unvested RSU outstanding immediately prior to the Effective Time shall be converted into that number of restricted share units of Parent Common Stock ("Converted RSUs") equal to the quotient (rounded to the nearest whole number of restricted share units) obtained by dividing (A) the Company Equity Award Aggregate Value by (B) the Parent Measurement Price. Any Converted RSUs issued pursuant to this Section 3.4(e) shall be subject to the same terms and conditions as were applicable under such Company Restricted Stock Units (including any applicable change in control or other accelerated vesting provisions, and this transaction shall constitute a change in control for all relevant provisions).

(f) Notwithstanding Section 3.4(e), if the Closing occurs prior to January 1, 2016, then immediately prior to the Effective Time, each Unvested RSU set forth on Section 3.4(f) of the Company Disclosure Schedule shall, without any further action on the part of any holder thereof, become fully vested, and shall be treated as a Vested RSU pursuant to this Section 3.4. At the Effective Time, each outstanding Vested RSU shall, without any further action on the part of any holder thereof, be canceled and converted into the right to receive (i) no consideration with respect to each share of Class A Common Stock underlying such Vested RSU, (ii)(A) the Per Share Merger 1 Consideration for each share of Class L Common Stock underlying such Vested RSU net of (B) the Applicable Withholding Amount and (iii)(A) the Per Share Merger 2 Consideration for each share of SCCII Preferred Stock underlying such Vested RSU net of (B) the Applicable Withholding Amount. The Applicable Withholding Amounts

covered under this Section 3.4(f) shall be applied pro rata to reduce (x) the aggregate amount payable in cash in respect of the cancelation of such holder's Vested RSUs and (y) the aggregate amounts payable in Parent Common Stock in respect of the cancelation of such holder's Vested RSUs (based on the Parent Measurement Price); provided that such payment shall be made at such other time or times following the Effective Time consistent with the terms of the Company Restricted Stock Unit to the extent necessary to avoid the imposition of additional income tax under Section 409A of the Code.

(g) Prior to the Effective Time, the Company and SCCII shall take all actions necessary to effectuate the provisions set forth in this Section 3.4; provided that no action taken by the Company or SCCII shall be required to be irrevocable until immediately prior to the Effective Time. The parties shall, to the extent necessary, cooperate in good faith prior to the Effective Time to minimize the tax impact of the provisions set forth in this Section 3.4 with respect to Company Stock Options, Company Restricted Stock Units and Company Appreciation Units held by individuals subject to Taxes imposed by the Laws of a country other than the United States.

Section 3.5. Further Action. If at any time after the Effective Time, any further action is necessary to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and SCCII, the directors and officers of the Surviving Company are fully authorized in the name of the Company, SCCII and the Merger Subs to take all such lawful and necessary action.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as disclosed in, and reasonably apparent from, any report, schedule, form or other document filed with, or furnished to, the SEC by the Company and publicly available prior to the date of this Agreement, in each case filed with and made publicly available on or after January 1, 2014 (excluding, in each case, any disclosures set forth in any risk factor section and in any other section to the extent that they are cautionary, predictive or forward-looking in nature, and excluding any exhibits thereto), or (b) as disclosed in a correspondingly numbered section of the disclosure schedule (the "Company Disclosure Schedule") delivered by the Company to Parent and the Merger Subs prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article IV, or to one or more of the Company's covenants contained herein; provided that, notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule shall not be deemed an admission that such item is required to be disclosed therein or represents a material exception or material fact, event or circumstance or that such item has had or would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect; provided further that the disclosure of any item in any section of the Company Disclosure Schedule shall be deemed disclosed with respect to any other section of the Company Disclosure Schedule to which such item is relevant, whether or not a specific cross reference appears, so long as the relevance is reasonably apparent from the face of such disclosure), the Company hereby represents and warrants to Parent and the Merger Subs as follows:

#### Section 4.1. Corporate Organization.

(a) The Company is a corporation duly organized and validly existing as an entity in good standing under the Laws of the State of Delaware. The Company has the corporate power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be in good standing as a foreign corporation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(b) SCCII is a corporation duly organized and validly existing as an entity in good standing under the Laws of the State of Delaware. SCCII has the corporate power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be in good standing as a foreign corporation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(c) True, correct and complete copies of the certificate of incorporation of the Company (the “Company Charter”) and of SCCII (the “SCCII Charter”) and the bylaws of the Company (the “Company Bylaws”) and of SCCII (the “SCCII Bylaws”), as in effect as of the date of this Agreement, have previously been made available to Parent.

(d) Each other Company Subsidiary (i) is duly organized and validly existing as an entity in good standing under the Laws of the jurisdiction in which it is chartered or organized, (ii) is duly qualified to do business as a foreign corporation or foreign organization or other entity and in good standing under the Laws of each jurisdiction where its ownership or leasing of its properties or the conduct of its business requires such qualification and (iii) has full corporate or other organizational power and authority to own or lease, as the case may be, and to operate its properties and to conduct its business as now conducted, except in each of (i) — (iii) as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

#### Section 4.2. Capitalization.

(a) The authorized capital stock of the Company consists of (i) 35,000,000 shares of Class A-1 Common Stock, of which, as of July 31, 2015 (the “Cap Rep Date”), 34,849,657.1600 shares were issued and outstanding, (ii) 35,000,000 shares of Class A-2 Common Stock, of which, as of the Cap Rep Date, 34,849,657.1600 shares were issued and outstanding, (iii) 35,000,000 shares of Class A-3 Common Stock, of which, as of the Cap Rep Date, 34,849,657.1600 shares were issued and outstanding, (iv) 29,000,000 shares of Class A-4

Common Stock, of which, as of the Cap Rep Date, 28,393,650.8300 shares were issued and outstanding, (v) 35,000,000 shares of Class A-5 Common Stock, of which, as of the Cap Rep Date, 34,849,657.1600 shares were issued and outstanding, (vi) 22,000,000 shares of Class A-6 Common Stock, of which, as of the Cap Rep Date, 21,295,238.1000 shares were issued and outstanding, (vii) 35,000,000 shares of Class A-7 Common Stock, of which, as of the Cap Rep Date, 34,849,657.1600 shares were issued and outstanding, (viii) 324,000,000 shares of Class A-8 Common Stock, of which, as of the Cap Rep Date, 35,000,365.3612 shares were issued and outstanding, and (ix) 50,000,000 shares of Class L Common Stock, of which, as of the Cap Rep Date, 28,770,835.5123 shares were issued and outstanding. The authorized capital stock of SCCII consists of (i) 1,000 shares of SCCII Common Stock, of which, as of the Cap Rep Date, 100 shares were issued and outstanding, and (ii) 14,999,000 shares of SCCII Preferred Stock, of which, as of the Cap Rep Date, 7,583,463.0162 shares were issued and outstanding. As of the Cap Rep Date, 5,395,768.3669 shares of Consolidated Capital Stock were held in the Company's or SCCII's treasury, as applicable, consisting of 2,627,577.6219 shares of Class A Common Stock, 291,585.0907 shares of Class L Common Stock and 2,476,605.6543 shares of SCCII Preferred Stock. As of the Cap Rep Date, no shares of Consolidated Capital Stock were reserved for issuance except for under the Company Equity Plan. All of the issued and outstanding shares of Consolidated Capital Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(b) As of the Cap Rep Date, (i) Company Stock Options to acquire shares of Consolidated Capital Stock, consisting of 377,506.0349 shares of SCCII Preferred Stock, 1,432,217.0305 shares of Class L Common Stock and 15,415,329.3453 shares of Class A Common Stock, were outstanding pursuant to the Company Equity Plan or otherwise, (ii) Company Restricted Stock Units, consisting of 353,974.0067 shares of SCCII Preferred Stock, 1,342,939.0632 shares of Class L Common Stock and 12,086,451.5686 shares of Class A Common Stock, were outstanding pursuant to the Company Equity Plan or otherwise and (iii) Company Appreciation Units, consisting 181,474.2786 shares of SCCII Preferred Stock, 688,493.7680 shares of Class L Common Stock and 6,196,443.9116 shares of Class A Common Stock, were outstanding pursuant to the Company Equity Plan or otherwise. All shares of Consolidated Capital Stock that may be issued upon the exercise or settlement of the Company Stock Options, the settlement of the Company Restricted Stock Units, and the settlement of outstanding Company Appreciation Units will be, when issued in accordance with the terms thereof, duly authorized and validly issued and will be fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. With respect to the Company Equity Awards, (i) each grant thereof was duly authorized by all necessary corporate action, including, as applicable, approval by the Company's board of directors, or a committee thereof, or a duly authorized delegate thereof, and any required approval by the stockholders by the necessary number of votes or written consents, (ii) each such grant was made in accordance with the terms of the Company Equity Plan, (iii) each such grant was properly accounted for in all material respects in accordance with GAAP in the Company Financial Statements (including the related notes) all other applicable Laws, (iv) no modifications have been made to any such grants, (v) the per share exercise price or base price, as applicable, of each Company Stock Option and Company Appreciation Unit was not less than the fair market value of a share of Consolidated Capital Stock on the applicable date of grant and (vi) the treatment of the Company Equity Awards provided in Section 3.4 is permitted under all applicable Laws and the terms and conditions of the Company Equity Plan and the applicable award agreements.

(c) Except pursuant to this Agreement, the Company Equity Plan, the Company Stockholders Agreement, and any Company Equity Awards, neither the Company nor SCCII has or is bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of Consolidated Capital Stock or any other securities of the Company or SCCII or any securities representing the right to purchase or otherwise receive any shares of Consolidated Capital Stock or other securities. The Company has provided Parent with a true and complete list (the "Equity Awards List") of all Company Stock Options, Company Restricted Stock Units and Company Appreciation Units outstanding under the Company Equity Plan or otherwise as of the Cap Rep Date, the number of shares subject to each such award, the grant date of each such award, the vesting schedule of each such award and the exercise price or base price, as applicable, for each such Company Stock Option and Company Appreciation Unit. Since the Cap Rep Date through the date hereof, neither the Company nor SCCII has (i) issued any Consolidated Capital Stock or other securities, other than pursuant to Company Equity Awards outstanding on the Cap Rep Date or (ii) issued or awarded, or authorized the issuance or award of, any options, restricted stock units or other equity-based awards under the Company Equity Plan or otherwise.

(d) Except as set forth on Section 4.2(d) of the Company Disclosure Schedule, all of the issued and outstanding shares of capital stock or other equity ownership interests of each Subsidiary of the Company are owned by the Company, directly or indirectly, free and clear of any Liens (other than those Liens in effect under the Company Credit Agreements), and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. Except as disclosed in Section 4.2(d) of the Company Disclosure Schedule, no such Subsidiary has or is bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other security of any Subsidiary. No Company Subsidiary owns any Consolidated Capital Stock or other equity interest in the Company or SCCII.

(e) Except for the Company Stock Options, Company Restricted Stock Units and Company Appreciation Units, neither the Company nor any Subsidiary has outstanding any stock appreciation right, phantom equity, restricted share unit, deferred share unit or similar right, agreement, arrangement or commitment based on the book value, income or any other attribute of or related to the Company or any of its Subsidiaries.

(f) There are no issued or outstanding bonds, debentures, notes or other indebtedness of the Company or any Subsidiary having the right to vote (or convertible into, or exchangeable for, securities having the right to vote), upon the happening of a certain event or otherwise, on any matters on which equity holders of the Company or its Subsidiaries may vote.

(g) Except as set forth on Section 4.2(g) of the Company Disclosure Schedule, there are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect to which the Company or any Company Subsidiary is a party, or by which it is bound, with respect to the governance of the Company or any Company Subsidiary or the voting or transfer of any Consolidated Capital Stock.

(h) Other than the Subsidiaries, the Company does not have, directly or indirectly, any equity interest in any other Person.

(i) The aggregate Indebtedness for borrowed money of the Company and the Company Subsidiaries as of the date hereof is detailed in Section 4.2(i) of the Company Disclosure Schedule.

(j) As of the Cap Rep Date, Section 4.2(j) of the Company Disclosure Schedule sets forth the name of each record holder of the shares of Consolidated Capital Stock and the number of shares of each such class of Consolidated Capital Stock held of record by each such holder.

Section 4.3. Authority; No Violation.

(a) Each of the Company and SCCII has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receipt of the Required Stockholder Approval, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Company and SCCII of the transactions contemplated hereby have been duly, validly and unanimously approved by the boards of directors of the Company and SCCII, respectively. This Agreement has been duly and validly executed and delivered by the Company and SCCII and (assuming due authorization, execution and delivery by Parent and each Merger Sub) constitutes the valid and binding obligation of the Company and SCCII, enforceable against the Company and SCCII in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally and the availability of equitable remedies).

(b) The boards of directors of the Company and SCCII have adopted resolutions, by the unanimous written consent of the directors in lieu of a meeting, (i) adopting and approving this Agreement and the transactions contemplated hereby, (ii) determining that this Agreement and the transactions contemplated hereby are advisable, fair to and in the best interests of the Company and its stockholders and SCCII and its stockholders, respectively, (iii) recommending that the Company's stockholders and SCCII's stockholders adopt this Agreement and the transactions contemplated hereby, and (iv) directing that this Agreement and the transactions contemplated by this Agreement be submitted to the Company's and SCCII's stockholders, respectively, for approval and adoption. As of the date hereof, none of the aforesaid actions by the board of directors of the Company or SCCII has been amended, rescinded or modified.

(c) The approval of this Agreement and the transactions contemplated by this Agreement by (i) the written consent of stockholders holding a majority of all the votes entitled to be cast by holders of outstanding Company Common Stock, (ii) the written consent of stockholders holding a majority of all the votes entitled to be cast by holders of outstanding SCCII Common Stock, (iii) the affirmative vote or written consent of the Majority Principal

Investors (as defined in the Company Charter) and (iv) the approval of the Requisite Principal Investors (as such term is defined in the Company Principal Investor Agreement) pursuant to Section 2.2 of the Company Principal Investor Agreement (collectively, the “Required Stockholder Approval”), are the only other corporate proceedings on the part of the Company and SCCII necessary to approve this Agreement and to consummate the transactions contemplated hereby.

(d) Neither the execution and delivery of this Agreement by the Company or SCCII nor the consummation by the Company or SCCII of the transactions contemplated hereby, nor compliance by the Company or SCCII with any of the terms or provisions of this Agreement, will, (i) assuming the Required Stockholder Approval is obtained, violate any provision of the Company Charter, the Company Bylaws, the SCCII Charter, the SCCII Bylaws or any equivalent organizational documents of any other Company Subsidiary or (ii) assuming that the consents, approvals and filings referred to in Section 4.4 shall have been duly obtained and/or made prior to the Effective Time and any waiting period required thereunder shall have been terminated or expired prior to the Effective Time, (A) violate any Law applicable to the Company, any Company Subsidiary or any of their respective properties or assets, (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, amendment or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of the Company or any Company Subsidiary under, any of the terms, conditions or provisions of any Contract to which the Company or any Company Subsidiary is a party, or by which they or any of their respective properties or assets may be bound or affected or (C) cause the suspension or revocation of any Company Permit; except for such violations, conflicts, breaches, defaults, suspensions or revocations with respect to clause (ii) that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent the accuracy of the Company’s representations and warranties set forth in this Section 4.3 is based on the accuracy of Parent’s representations and warranties in Section 5.14, the Company’s representations and warranties in this Section 4.3 shall be limited to the extent affected by any inaccuracy in Section 5.14.

Section 4.4. Consents and Approvals. Except for (a) the filing with the SEC of the Form S-4 and declaration of effectiveness of the Form S-4, and such reports under Sections 12, 13(a), 13(d), 13(g) and 16(a) of the Exchange Act as may be required in connection with this Agreement, the Support and Standstill Agreements, the Registration Rights Agreement and the transactions contemplated hereby and thereby, and obtaining from the SEC such orders as may be required in connection therewith, (b) the filing of the Certificates of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL and the DLLCA, as applicable, (c) any notices or filings under the HSR Act and the termination or expiration of any applicable waiting period thereunder, and such other consents, approvals, filings or registrations as may be required under any foreign antitrust, merger control or competition Laws, (d) such filings and approvals as are required to be made or obtained under the Securities Act, and the securities or “blue sky” Laws of various states in connection with the issuance of the shares of Parent Common Stock



pursuant to this Agreement, and approval of the listing of such Parent Common Stock on the NYSE, (e) such filings, consents and approvals of Governmental Entities as may be set forth on Section 4.4 of the Company Disclosure Schedule, (f) the Required Stockholder Approval, and (g) such filings or notices required under the rules and regulations of the NYSE and (h) such other consent, approvals, filings or registrations the failure of which to be made or obtained would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, no consents or approvals of, filings or registrations with, or notices to any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or applicable exchange or self-regulatory organization, including FINRA (each a "Governmental Entity"), are necessary in connection with (i) the execution and delivery by the Company or SCCII of this Agreement and (ii) the consummation by the Company of Merger 1 and by SCCII of Merger 2 and the other transactions contemplated by this Agreement.

Section 4.5. Reports. Since January 1, 2013, each of the Company, SCCII and SDS has timely filed all forms, documents, statements and reports required to be filed by it with the SEC under the Securities Act or the Exchange Act (the forms, documents, statements and reports so filed with the SEC since January 1, 2013 under the Securities Act or the Exchange Act, if any, including any amendments thereto, the "Company Reports"). As of their respective dates, or, if amended or superseded by a subsequent filing, as of the date of the last such amendment or superseded filing prior to the date hereof, the Company Reports complied, and each of the Company Reports filed subsequent to the date of this Agreement will comply, in all material respects, with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act") and rules and regulations promulgated under each of them, as applicable. Other than SCCII and SDS and the Company Broker-Dealer, no Company Subsidiary is subject to the periodic reporting requirements of the Exchange Act. As of the time of filing with the SEC, none of the Company Reports so filed or that will be filed subsequent to the date of this Agreement contained or will contain, as the case may be, any untrue statement of a material fact or omitted or will omit, as the case may be, to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent that the information in such Company Report has been amended or superseded by a later Company Report filed prior to the date hereof. The Company has made available to Parent correct and complete copies of all material correspondence with the SEC since January 1, 2014. To the Knowledge of the Company, as of the date hereof, other than in connection with the Company's contemplated initial public offering and the registration statement on Form S-1 filed in connection therewith, none of the Company Reports is the subject of any ongoing SEC review, outstanding SEC comment or outstanding SEC investigation.

Section 4.6. Financial Statements. The financial statements (including the related notes) contained in the Company Reports (the "Company Financial Statements") fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the respective dates thereof and the results of their consolidated operations and cash flows and changes in stockholders' equity for the respective fiscal periods then ended, as applicable, except as may be indicated in the notes to such Company Financial Statements and subject to normal year-end audit adjustments in the case of unaudited financial statements, which adjustments would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole; each Company

Financial Statement complied at the time it was filed as to form in all material respects with the published rules and regulations of the SEC applicable with respect thereto; and each Company Financial Statement has been prepared in all material respects in accordance with generally accepted accounting principles in the United States (“GAAP”) consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto.

Section 4.7. Broker’s Fees. Neither the Company nor any Company Subsidiary nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker’s fees, commissions or finder’s fees in connection with any of the Mergers or related transactions contemplated by this Agreement, other than fees payable to Goldman, Sachs & Co. and JPMorgan Securities LLC and any other fees payable to any other broker or finder identified to Parent prior to the Closing Date which are taken into consideration in the calculation of Excess Company Transaction Fees.

Section 4.8. Absence of Certain Changes or Events. Since December 31, 2014, (a) the Company and the Company Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business consistent with past practice, except for actions taken in connection with this Agreement, and (b) there has not been any Company Material Adverse Effect. Except as set forth on Section 4.8 of the Company Disclosure Schedule, since December 31, 2014, through the date hereof, the Company has not taken any action that would be prohibited by Section 6.1(b) if taken after the date hereof (other than actions referred to in Section 6.1(b)(ix) which were taken in the ordinary course of business).

Section 4.9. Legal Proceedings.

(a) Except as set forth on Section 4.9(a) of the Company Disclosure Schedule, there are no (i) actions, claims, suits, arbitrations, investigations (including governmental and regulatory investigations) to the Knowledge of the Company or proceedings (including trademark oppositions, cancellations or objections) (each, an “Action”) pending (or, to the Knowledge of the Company, threatened) against or affecting the Company or any Company Subsidiary, or any of their respective properties, at law or in equity, or (ii) orders, judgments, injunctions, awards, stipulations, decrees or writs handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with, any Governmental Entity (collectively, “Orders”) against the Company or any Company Subsidiary, in the case of each of clause (i) or (ii), which would, individually or in the aggregate with other related matters arising from the same transaction or series of transactions, reasonably be expected to exceed \$5 million in potential liability. As of the date hereof, there is no Action pending against (or, to the Knowledge of the Company, threatened against) the Company or any Company Subsidiary that in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the Mergers.

(b) Except as set forth on Section 4.9(b) of the Company Disclosure Schedule and except for matters disclosed on Form BD of the Company Broker-Dealer, neither the Company nor any Company Subsidiary is subject to any cease-and-desist or other Order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is party to any commitment letter or similar undertaking to, or is subject to any Order or directive by, or has been since January 1, 2012, ordered to pay

any civil money penalty by, or since January 1, 2012, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Entity, that currently restricts the conduct of its business (each, whether or not set forth in the Company Disclosure Schedule, a “Company Regulatory Agreement”), nor has the Company or any Company Subsidiary been advised since January 1, 2012, by any Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Company Regulatory Agreement, in each case under this Section 4.9(b), which would, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole.

Section 4.10. Taxes and Tax Returns. Each of the Company and the Company Subsidiaries has duly and timely filed (including all applicable extensions) all material Tax Returns required to be filed by it (all such Tax Returns being accurate and complete in all material respects), has timely paid or withheld all Taxes shown thereon as arising and has duly and timely paid or withheld all material Taxes that are due and payable or claimed to be due from it by United States federal, state, foreign or local taxing authorities other than Taxes that are being contested in good faith, which have not been finally determined, and have been adequately reserved against in accordance with GAAP on the Company’s most recent consolidated financial statements. The Company and each Company Subsidiary have withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party. Neither the Company nor any Company Subsidiary has granted any extension or waiver of the limitation period for the assessment or collection of Tax that remains in effect. All assessments for Taxes of the Company or any Company Subsidiary due with respect to completed and settled examinations or any concluded litigation have been fully paid. There are no material disputes, audits, examinations or proceedings pending, or written claims asserted, for Taxes upon the Company or any Company Subsidiary. There are no liens for Taxes (other than statutory liens for Taxes not yet due and payable) upon any of the assets of the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than the Tax Sharing Agreement and any other agreement or arrangement that (a) are exclusively between or among the Company and the Company Subsidiaries, (b) will terminate as of the Effective Time or (c) are entered into in the ordinary course of business, the principal purpose of which is not the allocation or sharing of Taxes). Neither the Company nor any Company Subsidiary (i) has been a member of an affiliated group filing a consolidated United States federal income Tax Return (other than a group the common parent of which was the Company) or (ii) has any material liability for the Taxes of any Person (other than the Company, any Company Subsidiary, AS Spinco or any AS Spinco Subsidiary) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), or as a transferee or successor, by contract or otherwise. Other than with respect to the Distribution (as such term is used in the Tax Sharing Agreement), neither the Company nor any Company Subsidiary has been within the past two years a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code. Neither the Company nor any Company Subsidiary has been a party to any “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(2). The Company is not and has not been a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

This Section 4.10 and Section 4.11 represent the sole and exclusive representations and warranties of the Company and the Company Subsidiaries regarding Tax matters.

Section 4.11. Employee Benefits.

(a) Section 4.11(a) of the Company Disclosure Schedule includes a true and complete list of all material Company Benefit Plans and all material Company Employment Agreements.

(b) With respect to each material Company Plan, the Company has delivered or made available to Parent a true, correct and complete copy of: (i) each Company Plan document (or a summary thereof if such Company Plan is an unwritten plan) and all amendments thereto, including all material employee communications, benefit schedules, trust agreements, and insurance contracts and other funding vehicles; (ii) the most recent annual report on Form 5500 (including any applicable schedules and attachments thereto) filed with the IRS, if any; (iii) the current summary plan description and any material modifications thereto, if any (in each case, whether or not required to be furnished under ERISA); (iv) the most recent annual financial report, if any; (v) the most recent actuarial report, if any; and (vi) the most recent determination letter from the IRS, if any. The Company has delivered or made available to Parent a true, correct and complete copy of each material Company Employment Agreement and all amendments thereto.

(c) With respect to each Company Plan: (i) the Company and the Company Subsidiaries have complied, and are now in compliance, in all material respects with all provisions of ERISA, the Code and all Laws applicable to such Company Plans; (ii) each Company Plan has been established, administered and funded in all material respects in accordance with its terms and (iii) each Company Benefit Plan that is intended to be a “qualified plan” within the meaning of Section 401(a) of the Code (“Company Qualified Plans”) (A)(1) has received a favorable determination letter from the IRS with respect to such qualification or (2) is a standardized prototype plan that is the subject of a favorable opinion letter from the IRS on which the Company is entitled to rely, and (B) unless clause (A)(2) applies, has been submitted to the IRS for a determination letter within the applicable remedial amendment period under Section 401(b) of the Code or has a remedial amendment period that has not yet expired, and to the Knowledge of the Company, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any Company Qualified Plan or the tax-exempt status of its related trust.

(d) (i) No Company Benefit Plan is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code, a Multiemployer Plan or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”); (ii) none of the Company and the Company Subsidiaries nor any of their respective ERISA Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan; (iii) none of the Company and the Company Subsidiaries nor any of their respective ERISA Affiliates has incurred, during the last six years, any Withdrawal Liability that has not been satisfied in full and there does not now exist, nor, to the Knowledge of the Company do any circumstances exist that would reasonably be expected to result in, any

Controlled Group Liability that would be a liability of the Company or any Company Subsidiary following the Effective Time; and (iv) no Company Benefit Plan provides retiree health or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other applicable Law or at the expense of the participant or the participant's beneficiary.

(e) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will, either alone or in conjunction with any other event (whether contingent or otherwise), (i) result in any payment or benefit becoming due or payable, or required to be provided, to any director, employee or independent contractor of the Company or any Company Subsidiary, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any such director, employee or independent contractor, (iii) result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation (iv) result in any amount failing to be deductible by reason of Section 280G of the Code or (v) result in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or section 4975 of the Code.

(f) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, there are no pending or, to the Company's Knowledge, threatened actions, claims or lawsuits against or relating to the Company Plans, the assets of any of the trusts under such plans or the plan sponsor or the plan administrator, or against any fiduciary of the Company Plans with respect to the operation of such plans (other than routine benefits claims). No Company Plan is presently under audit or examination (nor has written notice been received of a potential audit or examination) by any Governmental Entity.

(g) All Company Plans subject to the Laws of any jurisdiction outside of the United States (i) have been maintained in accordance with all applicable requirements, (ii) if they are intended to qualify for special tax treatment, meet all requirements for such treatment, and (iii) if they are intended to be funded and/or book-reserved, are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole.

#### Section 4.12. Compliance with Law; Permits.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, the Company and each Company Subsidiary is, and at all times since the later of January 1, 2012, or its respective date of formation or organization has been, in compliance with all applicable Laws and is not in default under or in violation of any applicable Laws. Since January 1, 2012, neither the Company nor any Company Subsidiary has received written notice from any Governmental Entity of any material violation of any applicable Law.

(b) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, (i) The Company and the Company Subsidiaries are in possession of all licenses, certificates, permits and other authorizations issued by the appropriate Governmental Entities (collectively, “Permits”) necessary for the Company and the Company Subsidiaries to conduct their respective businesses (the “Company Permits”); (ii) all Company Permits are in full force and effect; and (iii) the Company and the Company Subsidiaries are not, and since January 1, 2012 have not been, in, and have not received written notice of, a violation or breach of, or default under, any Company Permit.

(c) This [Section 4.12](#) does not relate to matters with respect to Taxes and Tax Returns (which are the subject of [Section 4.10](#)) and Employee Benefits (which are the subject of [Section 4.11](#)).

#### Section 4.13. [Certain Contracts](#).

(a) Except as set forth in the exhibit index to any Company Report, or as set forth on [Section 4.13](#) of the Company Disclosure Schedule, as of the date hereof, neither the Company nor any Company Subsidiary is a party to or bound by:

(i) any Contract relating to the incurrence or guarantee of Indebtedness by the Company or any Company Subsidiary in an amount in excess in the aggregate of \$25,000,000;

(ii) any “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(iii) any joint venture or partnership agreement related to the formation, creation, operation or management of any joint venture or partnership that is material to the Company and the Company Subsidiaries, taken as a whole;

(iv) any material Contract with one of the top ten (10) customers of the Company and the Company Subsidiaries, taken as a whole, as determined by revenue of the Company and the Company Subsidiaries during the 12 months ended December 31, 2014;

(v) any material Contract with one of the top ten (10) vendors to the Company and the Company Subsidiaries, taken as a whole, as determined by expenditures by the Company and the Company Subsidiaries during the 12 months ended December 31, 2014;

(vi) any Contract relating to the acquisition or disposition by the Company or any of its Subsidiaries of properties or assets for, in each case, aggregate consideration of more than \$25 million pursuant to which the Company or any of the Company Subsidiaries has continuing material “earn-out” or other payment obligations and any Contract entered into subsequent to June 1, 2012 relating to the acquisition or disposition by the Company or any of its Subsidiaries of properties or assets for, in each case, aggregate consideration of more than \$25 million pursuant to which the Company or any of the Company Subsidiaries has continuing material indemnification obligations, except, in each case, for acquisitions and dispositions of properties and assets in the ordinary course of business (including acquisitions of supplies and acquisitions and dispositions of inventory);

(vii) any Contract that (a) materially restricts the ability of the Company and the Company Subsidiaries to engage or compete in any material business or material product line or compete with any person in any material geographical area or to solicit any customers (other than distribution agreements entered into in the ordinary course of business), or (b) to the Company's Knowledge, limits the ability of Parent or any Parent Subsidiaries (other than the Company or any Company Subsidiary) to do so following the Closing;

(viii) any Contract that provides for any material payments that are conditioned, in whole or in part, on a change of control of the Company or any of its Subsidiaries or all or substantially all of their assets, other than any Company Benefit Plan set forth in Section 4.11(a) of the Company Disclosure Schedule;

(ix) any Contract that grants any right of first refusal or right of first offer or similar right with respect to any assets or businesses of the Company and its Subsidiaries that are material to the Company and its Subsidiaries, taken as a whole;

(x) any material Company IP Contract.

Each such Contract described in clauses (i) – (x) is referred to herein as a "Company Material Contract".

(b) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, each Company Material Contract is valid and binding on the Company (or, to the extent a Company Subsidiary is a party, such Company Subsidiary) and, to the Knowledge of the Company, any other party thereto, and is in full force and effect and enforceable against the Company or the Company Subsidiary, as applicable (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally and the availability of equitable remedies). Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, neither the Company nor any Company Subsidiary, nor, to the Knowledge of the Company, any other party, is in breach or default under any Company Material Contract, and no event has occurred or condition exists which, with notice or the passage of time or both, would constitute such a breach or default. Neither the Company nor any Company Subsidiary has received notice of any material violation or default under any Company Material Contract by any other party thereto. Prior to the date hereof, the Company has made available to Parent true and complete copies of all Company Material Contracts.

Section 4.14. Undisclosed Liabilities. Neither the Company nor any Company Subsidiary has incurred any liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due) that would be required to be reflected on a consolidated balance sheet of the Company and the Company Subsidiaries under GAAP or in the notes thereto, except for (a) liabilities that are reflected or reserved against on

the consolidated balance sheet of the Company as of March 31, 2015 included in the Company Financial Statements or the notes thereto, (b) liabilities incurred in the ordinary course of business consistent with past practice since the date of the most recent balance sheet included in the Company Financial Statements and (c) liabilities that have not had and would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Section 4.15. Environmental Liability. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (i) there are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, investigations by any Person or Governmental Entity (including, without limitation, any of the foregoing seeking to impose actual or potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, attorneys' fees, or penalties) arising out of, based on or resulting from or relating to the presence, release or threatened release of, or exposure to, any Hazardous Materials at any location, whether or not owned or operated by the Company or any of the Company Subsidiaries ("Environmental Claims") that are reasonably likely to result in the imposition of any liability or obligation under Environmental Laws or regarding any hazardous substance or waste, or pending against or, to the Knowledge of the Company, threatened against or affecting, the Company or any of the Company Subsidiaries, and all past Environmental Claims formerly pending against the Company or any of the Company Subsidiaries have been finally and fully resolved, (ii) neither the Company nor any Company Subsidiary is subject to any Order or party to any agreement, order, judgment, decree, letter or memorandum by or with any third party imposing any liability or obligation under any Environmental Laws, (iii) the Company and each Company Subsidiary is in compliance with all, and has not violated any, applicable Environmental Laws, including obtaining and complying with all Permits required pursuant to Environmental Laws, (iv) neither the Company nor any Company Subsidiary has received any written communication from any Governmental Entity alleging that the Company or any Company Subsidiary is not in compliance with any Environmental Laws, and, to the Knowledge of the Company, there are no circumstances or conditions at any properties owned, leased, operated or used by the Company or any Company Subsidiary that could result in noncompliance with any Environmental Laws, (v) neither the Company nor any Company Subsidiary has used, treated, stored, disposed of, arranged for or, to the Knowledge of the Company, permitted the disposal of, transported, handled, or released, or, to the Knowledge of the Company, exposed any person to any Hazardous Materials, or, to the Knowledge of the Company, owned, leased, or operated any property or facility that is contaminated by any Hazardous Materials so as to give rise to any liabilities under Environmental Laws, (vi) neither the Company nor any Company Subsidiary is required by any Environmental Law or by virtue of the transactions set forth herein and contemplated hereby, or as a condition to the effectiveness of any transactions contemplated hereby: (a) to perform a site assessment for Hazardous Materials, (b) to remove or remediate Hazardous Materials, (c) to record or deliver to any Person any disclosure document or statement pertaining to environmental matters, or (d) to alter, modify, renew, change or update any Permit required or necessary for the Company's or any Company Subsidiary's operations or business under Environmental Law.



Section 4.16. Real Property.

(a) Each of the Company and the Company Subsidiaries has good title free and clear of all Liens other than Permitted Liens to the real property set forth on Section 4.16(a) of the Company Disclosure Schedule (the "Company Owned Properties"). The Company has not received written notice of any unremedied violation of the Company Owned Properties and all improvements on the Company Owned Properties and the operations therein conducted conform to and comply with all applicable health, fire, environmental, safety, zoning and building laws, ordinances and administrative regulations, licenses and permits and other regulations (including the Americans with Disabilities Act) and all covenants, easements, rights of way, licenses, grants, building or use restrictions, exceptions, encroachments, reservations or other impediments, except for possible nonconforming uses or violations that individually, or in the aggregate, have not had and would not result in a Company Material Adverse Effect. To the Company's Knowledge, the Company Owned Properties and all buildings, structures, improvements and fixtures located on the Company Owned Properties have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are currently used, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(b) Each lease pursuant to which the Company or any Company Subsidiary leases any material real property (such agreements, together with any amendments, modifications and other supplements thereto, collectively, the "Company Leases"; the property covered by Company Leases under which the Company is a lessee is referred to herein as the "Leased Real Property") and is valid, binding and enforceable against the Company or an applicable Company Subsidiary in accordance with its terms and is in full force and effect (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally and the availability of equitable remedies), except where the failure to be valid, binding, enforceable and in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. There are no defaults by the Company or any Company Subsidiary, as applicable, under any of the Company Leases other than those which would not, individually or in the aggregate, reasonably be expected to result in the termination of such Company Leases and have a Company Material Adverse Effect. Each Leased Real Property has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it is currently used, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Section 4.17. State Takeover Laws. Each of the Company and SCCII has, or will have prior to the Effective Time, taken all necessary action so that, assuming compliance by Parent and each Merger Sub with their respective obligations hereunder and the accuracy of the representations and warranties made by Parent and the Merger Subs herein, no "business combination", "moratorium", "fair price", "control share acquisition" or other state anti-takeover statute or regulation, nor any takeover-related provision in the Company Charter, the Company Bylaws, the SCCII Charter or the SCCII Bylaws, would (a) prohibit or restrict the Company's or SCCII's ability to perform their respective obligations under this Agreement, any related

agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger or their ability to consummate the transactions contemplated hereby and thereby, (b) have the effect of invalidating or voiding this Agreement, any related agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger, or any provision hereof or thereof, or (c) subject Parent to any impediment or condition in connection with the exercise of any of its rights under this Agreement, any related agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger.

Section 4.18. Internal Controls.

(a) None of the Company or the Company Subsidiaries' records, systems, controls, data or information are recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of it or the Company Subsidiaries or accountants except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The Company and the Company Subsidiaries have designed and maintained a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) of the Company are reasonably designed to ensure that all information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the management of the Company as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of the Company required under the Exchange Act with respect to such reports. The Company has disclosed, based on its most recent evaluation prior to the date hereof, to the Company's outside auditors and the audit committees of each of the Company and SCCII (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. These disclosures were made in writing by management to the Company's auditors and the audit committee of the board of directors of the Company and a copy has previously been made available to Parent. As of the date hereof, to the Knowledge of the Company, there is no reason to believe that the Company's outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(c) Since December 31, 2014 through the date hereof, (i) to the Knowledge of the Company, neither the Company nor any Company Subsidiary has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices, and (ii) no attorney representing the Company or any Company Subsidiary, whether or not employed by the Company or any Company Subsidiary, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of the officers, directors, employees or agents to the boards of directors of the Company or any committee thereof or to any director or officer of the Company.

Section 4.19. Insurance. The Company and the Company Subsidiaries, taken as a whole, are insured against such losses and risks and in such amounts as its management reasonably has determined to be prudent in accordance with industry practice and are sufficient for compliance with applicable Law. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, to the Knowledge of the Company, neither the Company nor any Company Subsidiary is in breach or default of any insurance policies maintained by the Company or any Company Subsidiary or has taken any action or failed to take any action that, with notice or the lapse of time, would constitute such a breach or default or permit termination (prior to the scheduled termination or expiration thereof) or modification of any such insurance policies. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, to the Knowledge of the Company, neither the Company nor any Company Subsidiary has received any notice of termination or cancellation (prior to the scheduled termination or expiration thereof) or denial of coverage with respect to any such insurance policy, and there is no material claim pending under such insurance policies as to which coverage has been questioned, denied or disputed by the underwriters of such insurance policies.

Section 4.20. Intellectual Property.

(a) Section 4.20(a) of the Company Disclosure Schedule sets forth, as of July 31, 2015, a true and complete list of the Company IP (other than that described in clause (iv) of the definition thereof) material to the Company and the Company Subsidiaries, taken as a whole, indicating for each item if applicable, the registration or application number, the record owner and the applicable filing jurisdiction. All Intellectual Property disclosed in Section 4.20(a) of the Company Disclosure Schedule, other than pending applications, are subsisting and, to the Company's Knowledge, are valid and enforceable.

(b) (i) Either the Company or a Company Subsidiary owns all right, title and interest in and to, or is licensed or otherwise possesses adequate rights to use, all material Company IP used in their respective businesses as currently conducted free and clear of any Liens, and all such rights shall survive the consummation of the transactions contemplated in this Agreement on substantially similar terms as such rights existed prior to Closing; (ii) there are no pending and, to the Knowledge of the Company, since January 1, 2012, there have not been any threatened, claims by any Person alleging infringement, misappropriation or other violation by

the Company or any Company Subsidiary of any other Person's Intellectual Property, in each case, which are material to any business unit of the Company subject to such claim; (iii) there are no pending or, to the Knowledge of the Company, threatened material Actions challenging the validity or enforceability of any of the Owned Business Intellectual Property or Inbound Intellectual Property Licenses to which the Company or a Company Subsidiary is a party, or ownership by the Company or any Company Subsidiary of any of the Owned Business Intellectual Property; (iv) to the Knowledge of the Company, the conduct of the business of the Company and the Company Subsidiaries does not misappropriate, infringe or otherwise violate in any respect any Intellectual Property of any other Person except where the potential damages, costs or other losses (including any penalties) related to such misappropriation, infringement or violation (including as relates to the loss of use of the Intellectual Property underlying such misappropriation, infringement or violation) would not be material to any applicable business unit of the Company which misappropriated, infringed or otherwise violated such Intellectual Property; (v) neither the Company nor any Company Subsidiary has filed any claim for misappropriation, infringement or other violation by another Person of its rights in or to any of the Company IP since January 1, 2012; and (vi) to the Knowledge of the Company, no Person is misappropriating, infringing or otherwise violating any Company IP owned by the Company or a Company Subsidiary where the potential damages, costs or other losses (including any penalties) related to such misappropriation, infringement or violation (including as relates to the loss of use of the Intellectual Property underlying such misappropriation, infringement or violation) would be material to any applicable business unit of the Company which utilizes such Company IP.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, the Company and any relevant Subsidiary owns or has a valid right to access and use all Company IT Assets. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, the Company IT Assets used to provide software or services, directly or indirectly, to customers of the Company and the Company Subsidiaries (i) are in satisfactory working order, reasonably sufficient to meet current capacity, and to the extent they were developed by or on behalf of the Company or any Company Subsidiary, are substantially free from programming errors or defects; (ii) to the extent they are under the control of the Company or any Company Subsidiary, (A) have commercially reasonable security arrangements and systems support designed to protect against the risk of material error, breakdown, failure or security breach occurring and (B) are configured and maintained in a commercially reasonable manner designed to protect against the presence of viruses, worms or other similar malicious code that disrupt or adversely affect the functionality, or provide unauthorized access, of the Company IT Assets; and (iii) have not suffered any security breach in the last three (3) years in a manner that impaired the Company's or the Company Subsidiaries' ability to deliver the Company's core products and services to their respective customers or that applicable Laws require disclosure to any Governmental Entity, as applicable.

(d) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, the Company IP owned by the Company or the Company Subsidiaries is not subject to any pending or outstanding Action or Order, and to the Knowledge of the Company there are no Actions or Orders threatened, that question or seek to cancel, limit, challenge or modify the

ownership, validity, enforceability, registerability, patentability, use or right to use such Company IP, or that would restrict, impair or otherwise adversely affect the Company's or the Company Subsidiaries' use thereof or their rights thereto.

(e) Except as set forth in Section 4.20(e) of the Company Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, all Employees and independent contractors who have contributed to or participated in the development of any of the Business Intellectual Property owned or purported to be owned by the Company or its Subsidiaries and have executed an agreement that includes assignment to the Company or a Company Subsidiary of all Intellectual Property in any work, materials or inventions they have created or developed within the scope of their employment (to the extent such rights did not otherwise vest with the Company or any Subsidiary under applicable Law). Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, the Company and each Company Subsidiary have taken commercially reasonable steps to protect, preserve and maintain the value and proprietary nature of any Trade Secrets included in the Owned Business Intellectual Property, and operate a system of commercially reasonable internal controls designed to protect any proprietary and confidential information from unauthorized access, disclosure and use, and to the Company's Knowledge, there has been no prior unauthorized disclosure to any third-party of any of the Company's or Company Subsidiaries' confidential or proprietary information that is material to the business of the Company and the Company Subsidiaries, taken as a whole.

(f) Except as set forth in Section 4.20(f) of the Company Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, none of the Company Software contains, is derived from, or is distributed, integrated, or bundled with software subject to any license commonly referred to as a "copyleft" or "open source" license ("Open Source Software") that, as used, modified, integrated, bundled, or distributed by the Company or Company Subsidiary: (i) requires or conditions the use or distribution of such Company Software on the disclosure, licensing or distribution of any source code for any portion of the Company Software; or (ii) otherwise imposes an obligation on the Company or Company Subsidiary to distribute any Company Software on a royalty-free basis.

(g) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, no third party has any right to disclose, deliver, license, sell, sublicense, or otherwise transfer any right to or in any Company Source Code, whether by Contract or otherwise, other than pursuant to customary source code escrow provisions intended to protect any such customer against the Company's or any Company Subsidiary's insolvency or other customary release conditions.

Section 4.21. Affiliate Transactions. Other than (a) as disclosed in Section 4.21 of the Company Disclosure Schedule, (b) the Company Employment Agreements, (c) any transaction under any Company Benefit Plan, (d) any Contracts with Affiliates (or any of their portfolio companies, including AS Spincor and its subsidiaries) entered into in the ordinary course of business on arms'-length terms in which one party is a customer of the other or (e) as

contemplated by this Agreement, there are no transactions, Contracts, arrangements or understandings, or series of related transactions, Contracts, arrangements or understandings, nor are there any currently proposed transactions, Contracts, arrangements or understandings, or series of related transactions, Contracts, arrangements or understandings, between the Company and/or any Company Subsidiary, on the one hand, and any (i) officer or director of the Company or any Company Subsidiary, (ii) stockholder who beneficially owns five percent (5%) or more of the shares of any class of Consolidated Capital Stock or (iii) Affiliate of the Company or any of the foregoing Persons in (i) or (ii) (other than any Company Subsidiary), on the other hand, whether or not required to be disclosed under Item 404 of Regulation S-K promulgated under the Exchange Act (an agreement with respect to any of the foregoing, an "Affiliate Agreement").

Section 4.22. Company Ownership of Parent Securities. Neither the Company nor any Company Subsidiary beneficially owns any shares of Parent Common Stock or any options, warrants or other rights to acquire Parent Common Stock.

Section 4.23. Broker-Dealer, Investment Adviser and Transfer Agent Subsidiaries.

(a) The Company Broker-Dealer is and has been, since January 1, 2013, (i) duly registered as a broker-dealer under the Exchange Act and registered, licensed or qualified in all jurisdictions where such registration, licensing or qualification is so required by applicable Law and (ii) a member of FINRA and each other exchange or self-regulatory organization in which its membership is required by applicable Law in order to conduct its business as now conducted. Company Investment Adviser is registered with the SEC as an investment adviser under the Advisers Act, and is a member in good standing of such other organizations in which its membership is required by applicable Law in order to conduct its business. Company UK Broker-Dealer is and has been, since January 1, 2013, (i) duly authorized by the Financial Conduct Authority (or its predecessor regulator, the Financial Services Authority) and under any applicable Law of the United Kingdom and is registered, licensed or qualified in all jurisdictions where such registration, licensing or qualification is so required and (ii) a member of each exchange or self-regulatory organization to which its membership is required by applicable Law in order to conduct its business. Company Transfer Agent is and has been, since February 6, 2015, duly registered as a transfer agent under the Exchange Act. Since January 1, 2013, neither the Company nor any of the Company Subsidiaries, other than the Company Registered Subsidiaries, is or has been required to be registered as a broker-dealer, investment adviser or transfer agent in any jurisdiction or with any exchange or self-regulatory organization.

(b) The officers and employees of, and any other person associated with, each Company Registered Subsidiary who are or were required to be licensed or registered for the activities conducted by them on behalf of each Company Registered Subsidiary are or have been since January 2, 2015, in the case of the Company Investment Adviser, since February 6, 2015, in the case of the Company Transfer Agent, and since January 1, 2013, in the case of the other Company Registered Subsidiaries, duly licensed or registered in each state or jurisdiction in which and with each Governmental Entity with whom such licensing or registration is so required.

(c) Since January 2, 2015, the Company Investment Adviser, since February 6, 2015, the Company Transfer Agent, and since January 1, 2013, the other Company Registered Subsidiaries have filed all material registrations, reports and statements in a timely manner, together with any amendments required by applicable Law to be made with respect thereto, that were required to be filed under any applicable Law, with any applicable Governmental Entity (collectively, the “Company Regulatory Reports”). As of their respective dates, each Company Regulatory Report complied in all material respects with applicable Law. To the Knowledge of the Company, none of the Company Registered Subsidiaries is in default or violation, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or a violation, in any material respect of term, condition or provision of any material Permit to which it is a party, to which its business is subject or by which its properties or assets are bound.

(d) Except as disclosed in any Form BD filed by Company Broker-Dealer, neither Company Broker-Dealer nor, to the Knowledge of the Company, any “associated person” (as defined in section 3(a)(18) of the Exchange Act) thereof is subject to a “statutory disqualification” (as defined in section 3(a)(39) of the Exchange Act) or subject to a disqualification which would be a basis for censure, limitations on the activities, functions or operations of, or suspension or revocation of the registration of Company Broker-Dealer. Company Investment Adviser and, to the Knowledge of the Company, every “person associated” (within the meaning of the Advisers Act) with Company Investment Adviser are not ineligible pursuant to Section 203(e) or (f) of the Advisers Act to act as an investment adviser or as a person associated with a registered investment adviser. Except as disclosed in any Form BD or Form ADV filed by any Company Registered Subsidiary, as applicable, there is no Action pending or, to the Knowledge of the Company, threatened in writing that would reasonably be expected to result in Company Broker-Dealer, Company Investment Adviser, or any of their respective “associated persons” (as defined in the Exchange Act or the Advisers Act, as applicable) becoming ineligible to act in such capacity.

(e) As measured as of the last day of the month ending immediately preceding the date hereof and as of the last day of the month immediately preceding the Closing Date, Company Broker-Dealer has or will have net capital (as defined in Rule 15c3-1 under the Exchange Act) that (i) satisfies the minimum net capital requirements of the Exchange Act and the Laws of any jurisdiction in which Company Broker-Dealer conducts business and (ii) in an amount sufficient to ensure that it has not been required to file notice under Rule 17a-11 under the Exchange Act. As measured as of the last day of the month ending immediately preceding the date hereof and as of the last day of the month immediately preceding the Closing Date, Company UK Broker-Dealer has or will have net capital that satisfies the minimum net capital requirements promulgated by the Financial Conduct Authority and the applicable Laws of any jurisdiction in which Company UK Broker-Dealer conducts business.

#### Section 4.24. Foreign Corrupt Practices Act.

(a) None of the Company or any Company Subsidiaries, any of their respective officers or employees, or, to the Knowledge of the Company, any supplier, distributor, licensee or agent or any other Person acting on behalf of the Company or any of its Subsidiaries, directly or indirectly, has, since January 1, 2012, (i) made or offered to make or received any

direct or indirect payments in material violation of any applicable Law (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), including any contribution, payment, commission, rebate, promotional allowance or gift of funds or property or any other economic benefit or thing of value to or from any employee, official or agent of any Governmental Entity where either the contribution, payment, commission, rebate, promotional allowance, gift or other economic benefit or thing of value, or the purpose thereof, was illegal in any material respect under any applicable Law (including the United States Foreign Corrupt Practices Act), or (ii) provided or received any product or services in material violation of any applicable Law (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010). There are no pending internal investigations and, to the Knowledge of the Company, no pending or threatened Actions, in each case, regarding any action or any allegation of any action described above.

(b) The operations of the Company and the Company Subsidiaries are and have been conducted at all times since January 1, 2012 in compliance in all material respects with applicable financial recordkeeping, reporting and internal control requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the “Money Laundering Laws”) and of the United States Foreign Corrupt Practices Act. No Action by or before any Governmental Entity that is material to the Company and the Company Subsidiaries, taken as a whole, with respect to the Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

(c) None of the Company or any Company Subsidiary or, to the Knowledge of the Company, any of their respective Representatives or Affiliates (nor any Person acting on behalf of any of the foregoing) is currently subject to any material sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury. No Action by or before any Governmental Entity that is material to the Company and the Company Subsidiaries with respect to any such sanctions is pending or, to the Knowledge of the Company, threatened.

#### Section 4.25. Data Privacy.

(a) The Company and the Company Subsidiaries have been in material compliance with all applicable privacy policies, terms of use and data protection laws and regulations (“Data Protection Laws”) with respect to the collection, storage, use, and dissemination of Personal Data, and have implemented and maintained an information security program that is in material compliance with all applicable Data Protection Laws in all material respects and includes administrative, technical and physical safeguards intended to protect against reasonably anticipated threats or hazards to the privacy, security, integrity and confidentiality of Personal Data of customers.

(b) Except as disclosed in Section 4.25(b) of the Company Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, for the three (3) years prior to the date hereof, there has been no (i) destruction or misuse of Personal Data,



(ii) inadvertent, unauthorized and/or unlawful processing, disclosure, access, alteration, corruption, transfer, sale or rental, destruction, or use of Personal Data, in each case, that was not disclosed as required by applicable Law, or (iii) any other act or omission that compromised the security, confidentiality, or integrity of Personal Data, in the case of each of clauses (i), (ii) and (iii), which (x) has caused a material disruption to the Company and the Company Subsidiaries, taken as a whole, or (y) that would require under applicable Data Protection Laws that the Company or such Company Subsidiary notify its customers thereof. There are no complaints, Actions, fines or other penalties pending or, to the Knowledge of the Company, threatened in writing against the Company or any Company Subsidiary in connection with any such incidents as described in (i), (ii), and (iii).

(c) Since January 1, 2012, neither the Company nor, to the Knowledge of the Company, any Company Subsidiary has received any subpoenas, demands, or other written notices from any Governmental Entity investigating, inquiring into, or otherwise relating to any actual or potential material violation of any Data Protection Laws by the Company or a Company Subsidiary, nor, to the Knowledge of the Company, is the Company or any Company Subsidiary under investigation by any Governmental Entity for any actual or potential violation of any Data Protection Laws.

(d) This Section 4.25 represents the sole and exclusive representations and warranties of the Company and the Company Subsidiaries regarding Data Privacy matters.

#### Section 4.26. Labor Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, since January 1, 2013, no labor organization or group of employees of the Company or any Company Subsidiary has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Company's Knowledge, threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. Additionally, except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and the Company Subsidiaries, taken as a whole, (i) there is no unfair labor practice charge or complaint pending before any applicable Governmental Entity relating to the Company or any Company Subsidiary or any employee or other service provider thereof; (ii) there is no labor strike, material slowdown or material work stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting the Company or any Company Subsidiary; and (iii) there are no charges with respect to or relating to the Company or any Company Subsidiary pending before any applicable Governmental Entity responsible for the prevention of unlawful employment practices.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect: (i) each of the Company and each Company Subsidiary is and has been in compliance in all material respects with all applicable Laws relating to employment of labor, including all applicable Laws relating to wages, hours, overtime, collective bargaining, employment discrimination, civil rights, safety and health, workers' compensation, pay equity, classification of employees and independent contractors, and

the collection and payment of withholding and/or social security Taxes and (ii) each of the Company and each Company Subsidiary has met in all material respects all requirements required by Law or regulation relating to the employment of foreign citizens, and none of the Company or any Company Subsidiary currently employs, or, since January 1, 2013, has employed, any Person who was not permitted to work in the jurisdiction in which such Person was employed.

Section 4.27. No Other Representations or Warranties. Except for the representations and warranties made pursuant to Article V of this Agreement and in the certificate to be delivered pursuant to Section 7.3(d), each of the Company and SCCII acknowledges that neither Parent or any Merger Sub nor any other Person on behalf of Parent or any Merger Sub makes any other express or implied representation or warranty with respect to Parent or any Merger Sub or with respect to any other information provided to the Company or SCCII, including any information, documents, projections, forecasts or other material made available to the Company or SCCII in certain “data rooms” or management presentations in expectation of the transactions contemplated by this Agreement.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except (a) as disclosed in, and reasonably apparent from, any report, schedule, form or other document filed with, or furnished to, the SEC by Parent and publicly available prior to the date of this Agreement, in each case filed with and made publicly available on or after January 1, 2014 (excluding, in each case, any disclosures set forth in any risk factor section and in any other section to the extent that they are cautionary, predictive or forward-looking in nature, and excluding any exhibits thereto), or (b) as disclosed in a correspondingly numbered section of the disclosure schedule (the “Parent Disclosure Schedule”) delivered by Parent and the Merger Subs to the Company prior to the execution of this Agreement (which schedule sets forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in this Article V, or to one or more of Parent’s covenants contained herein; provided, that, notwithstanding anything in this Agreement to the contrary, the mere inclusion of an item in such schedule shall not be deemed an admission that such item is required to be disclosed therein or represents a material exception or material fact, event or circumstance or that such item has had or would, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect; provided further, that the disclosure of any item in any section of the Parent Disclosure Schedule shall be deemed disclosed with respect to any other section of the Parent Disclosure Schedule to which such item is relevant, whether or not a specific cross reference appears, so long as the relevance is reasonably apparent from the face of such disclosure), Parent and each Merger Sub, jointly and severally, hereby represent and warrant to the Company as follows:

#### Section 5.1. Corporate Organization.

(a) Parent is a corporation duly organized and validly existing as an entity in good standing under the Laws of the State of Georgia. Parent has the corporate power and

authority to own or lease, as the case may be, and operate its properties and to conduct its business as it is now being conducted, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be in good standing as a foreign corporation would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) True, correct and complete copies of the articles of incorporation of Parent (the “Parent Charter”) and bylaws of Parent (the “Parent Bylaws”), as in effect as of the date of this Agreement, have previously been made available to the Company.

(c) Each Parent Subsidiary (including the Merger Subs) (i) is duly organized and validly existing as an entity in good standing under the Laws of the jurisdiction in which it is chartered or organized, (ii) is duly qualified to do business as a foreign corporation or other foreign organization or other entity and in good standing under the Laws of each jurisdiction where its ownership or leasing of its properties or the conduct of its business requires such qualification and (iii) has full corporate or other organizational power and authority to own or lease, as the case may be, and to operate its properties and to conduct its business as now conducted, except in each of (i) — (iii) as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Each Merger Sub (i) was formed solely for the purposes of engaging in the transactions contemplated by this Agreement, (ii) since its date of formation, has not engaged in any activities nor conducted its operation other than in connection with or as contemplated by this Agreement and (iii) is and will continue to be a direct and wholly owned Subsidiary of Parent at all times through the Effective Time. True and complete copies of (i) Merger Sub 1’s certificate of incorporation and bylaws, (ii) Merger Sub 2’s certificate of formation and limited liability company agreement and (iii) Merger Sub 3’s certificate of incorporation and bylaws, each as in effect as of the date of this Agreement, have previously been made available to the Company.

#### Section 5.2. Capitalization.

(a) The authorized capital stock of Parent consists of 600,000,000 shares of Parent Common Stock, of which, as of July 31, 2015, 281,582,501 shares were issued and outstanding, and 200,000,000 shares of preferred stock, par value \$.01 per share (the “Parent Preferred Stock”), of which, as of the date hereof, no shares were issued and outstanding. As of July 31, 2015, 106,308,777 shares of Parent Common Stock were held in Parent’s treasury. As of the date hereof, no shares of Parent Common Stock or Parent Preferred Stock were reserved for issuance, except for under the employee and director stock plans of Parent set forth on Section 5.2 of the Parent Disclosure Schedule (the “Parent Stock Plans”). As of July 31, 2015, (i) 14,112,018 options to acquire shares of Parent Common Stock (“Parent Stock Options”) were outstanding pursuant to the Parent Stock Plans or otherwise, (ii) 49,736 restricted share units of Parent Common Stock (“Parent Restricted Share Units”) were outstanding pursuant to the Parent Stock Plans or otherwise and (iii) 1,559,939 stock appreciation units in respect of Parent Common Stock (“Parent Stock Units”) were outstanding and unsettled pursuant to the Parent Stock Plans or otherwise. All of the issued and outstanding shares of Parent Common Stock have been, and all shares of Parent Common Stock that may be issued pursuant to the Parent Stock Plans will be, when issued in accordance with the terms thereof, duly authorized and validly issued and are, or will be, fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(b) The authorized capital stock of Merger Sub 1 consists of 100 shares of Merger Sub 1 Common Stock. All shares of Merger Sub 1 Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, and are owned by Parent free and clear of any Liens. The total equity interests in Merger Sub 2 consist of 100 Merger Sub 2 Units. All Merger Sub 2 Units have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, and are owned by Parent free and clear of any Liens. The authorized capital stock of Merger Sub 3 consists of 100 shares of Merger Sub 3 Common Stock. All shares of Merger Sub 3 Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, and are owned by Parent free and clear of any Liens.

(c) Except pursuant to this Agreement and the Parent Stock Plans, Parent does not have and is not bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of Parent Common Stock, shares of Merger Sub 1 Common Stock, Merger Sub 2 Units or shares of Merger Sub 3 Common Stock or any other equity securities of Parent or any Merger Sub or any securities representing the right to purchase or otherwise receive any shares of Parent Common Stock, shares of Merger Sub 1 Common Stock, Merger Sub 2 Units or shares of Merger Sub 3 Common Stock. Parent has provided the Company with a true and complete list of all Parent Stock Options, Parent Restricted Share Units and Parent Stock Units outstanding under the Parent Stock Plans or otherwise as of July 31, 2015, the number of shares subject to each such award, the grant date of each such award, the vesting schedule of each such award and the exercise price or base price, as applicable, for each such Parent Stock Option; since March 31, 2015, through the date hereof, Parent has not issued or awarded, or authorized the issuance or award of, any options, restricted stock or other equity-based awards under the Parent Stock Plans or otherwise. The shares of Parent Common Stock to be issued pursuant to the Merger have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued, fully paid, nonassessable and free of preemptive rights.

Section 5.3. Authority; No Violation.

(a) Parent has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Parent of the transactions contemplated hereby have been duly, validly and unanimously approved by the board of directors of Parent. This Agreement has been duly and validly executed and delivered by Parent and (assuming due authorization, execution and delivery by the Company) constitutes the valid and binding obligation of Parent, enforceable against Parent in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally and the availability of equitable remedies).

(b) The board of directors of Parent, at a meeting duly called and held, duly and unanimously adopted resolutions (i) adopting and approving this Agreement and the transactions contemplated hereby and (ii) determining that this Agreement and the transactions contemplated hereby are advisable, fair to and in the best interests of Parent and its shareholders. No other corporate proceedings or shareholder approvals on the part of Parent are necessary to approve this Agreement or to consummate the transactions contemplated hereby, including the issuance of the shares of Parent Common Stock to be issued in the Mergers.

(c) Each Merger Sub has full corporate power or limited liability company power, as applicable, and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the adoption of this Agreement by the sole stockholder of Merger Sub 1, the sole member of Merger Sub 2 and the sole stockholder of Merger Sub 3, as applicable (which approvals shall be provided promptly (and in no event more than 24 hours) following the execution of this Agreement), to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will be duly and validly approved and this Agreement will be duly and validly adopted by written consent of by the sole stockholders of Merger Sub 1 and Merger Sub 3 and the sole member of Merger Sub 2, respectively, immediately following the execution of this Agreement and no other proceedings on the part of any Merger Sub are necessary to authorize the execution and delivery of this Agreement by such Merger Sub and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each Merger Sub and (assuming due authorization, execution and delivery by the Company and SCCII) constitutes the valid and binding obligation of each Merger Sub, enforceable against such Merger Sub in accordance with its terms (except as may be limited by bankruptcy, fraudulent conveyance, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally and the availability of equitable remedies).

(d) Neither the execution and delivery of this Agreement by Parent or any Merger Sub, nor the consummation by Parent or any Merger Sub of the transactions contemplated hereby, nor compliance by Parent or any Merger Sub with any of the terms or provisions of this Agreement, will (i) violate any provision of the Parent Charter or the Parent Bylaws or any equivalent organizational documents of any Parent Subsidiary, (ii) violate any provision of Merger Sub 1's certificate of incorporation or bylaws, (iii) violate any provision of Merger Sub 2's certificate of formation or limited liability company agreement, (iv) violate any provision of Merger Sub 3's certificate of incorporation or bylaws or (v) assuming that the consents, approvals and filings referred to in Section 5.4 shall have been duly obtained and/or made prior to the Effective Time and any waiting period required thereunder shall have been terminated or expired prior to the Effective Time, (A) violate any Law applicable to Parent, any Parent Subsidiary or any of their respective properties or assets, (B) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, amendment or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Parent or any Parent Subsidiary under, any of the terms, conditions or provisions of any Contract to which Parent or any Parent Subsidiary is a party, or by which they or any of their respective properties or assets may be bound or affected or (C) cause the suspension or revocation of any Permit; except for such violations, conflicts, breaches, defaults, suspensions or revocations with respect to clause (v) that would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent the accuracy of Parent's representations and warranties set forth in this Section 5.3 is based on the accuracy of the Company's representations and warranties in Section 4.22, Parent's representations and warranties in this Section 5.3 shall be limited to the extent affected by any inaccuracy in Section 4.22.

Section 5.4. Consents and Approvals. Except for (a) the filing with the SEC of the Form S-4 and declaration of effectiveness of the Form S-4, and such reports under Sections 12, 13(a), 13(d), 13(g) and 16(a) of the Exchange Act as may be required in connection with this Agreement, the Support and Standstill Agreements, the Registration Rights Agreement and the transactions contemplated hereby and thereby, and obtaining from the SEC such orders as may be required in connection therewith, (b) the filing of the Certificates of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL and the DLLCA, as applicable, (c) any notices or filings under the HSR Act and the termination or expiration of any applicable waiting period thereunder, and such other consents, approvals, filings or registrations as may be required under any foreign antitrust, merger control or competition Laws, (d) such filings and approvals as are required to be made or obtained under the Securities Act, and the securities or “blue sky” Laws of various states in connection with the issuance of the shares of Parent Common Stock pursuant to this Agreement, and approval of the listing of such Parent Common Stock on the NYSE, (e) such filings, consents and approvals of Governmental Entities as may be set forth on Section 5.4 of the Parent Disclosure Schedule, (g) adoption of this Agreement by the written consent of the sole stockholders of Merger Sub 1 and Merger Sub 3 and the sole member of Merger Sub 2 and (g) such filings or notices required under the rules and regulations of the NYSE the failure of which to be made or obtained, individually or in the aggregate, would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by Parent or any Merger Sub of this Agreement and (ii) the consummation by Parent or any Merger Sub of any of the Mergers and the other transactions contemplated by this Agreement.

Section 5.5. Reports. Since January 1, 2013, Parent has timely filed all forms, documents, statements and reports required to be filed by it with the SEC under the Securities Act or the Exchange Act (the forms, documents, statements and reports so filed with the SEC since January 1, 2013 under the Securities Act or the Exchange Act, if any, including any amendments thereto, the “Parent Reports”). As of their respective dates, or, if amended or superseded by a subsequent filing, as of the date of the last such amendment or superseded filing prior to the date hereof, the Parent Reports complied, and each of the Parent Reports filed subsequent to the date of this Agreement will comply, in all material respects, with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act and the rules and regulations promulgated under each of them, as applicable. No Parent Subsidiary is subject to the periodic reporting requirements of the Exchange Act. As of the time of filing with the SEC, none of the Parent Reports so filed or that will be filed subsequent to the date of this Agreement contained or will contain, as the case may be, any untrue statement of a material fact or omitted or will omit, as the case may be, to state any material fact required to be stated therein

or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except to the extent that the information in such Parent Report has been amended or superseded by a later Parent Report filed prior to the date hereof. Parent has made available to the Company correct and complete copies of all material correspondence with the SEC since January 1, 2014. As of the date hereof, none of the Parent Reports is the subject of any ongoing SEC review, outstanding SEC comment or outstanding SEC investigation.

Section 5.6. Financial Statements. The financial statements (including the related notes) contained in the Parent Reports (the “Parent Financial Statements”) fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries as of the respective dates thereof or the results of the consolidated operations and cash flows and changes in stockholders’ equity for the respective fiscal periods then ended, as applicable, except as may be indicated in the notes to such Parent Financial Statements and subject to normal year-end audit adjustments in the case of unaudited financial statements, which adjustments would not, individually or in the aggregate, reasonably be expected to be materially adverse to Parent; each Parent Financial Statement complied at the time it was filed as to form in all material respects with the published rules and regulations of the SEC applicable with respect thereto; and each Parent Financial Statement has been prepared in all material respects in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto.

Section 5.7. Broker’s Fees. Neither Parent nor any Parent Subsidiary nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker’s fees, commissions or finder’s fees in connection with any of the Mergers or related transactions contemplated by this Agreement, other than Merrill Lynch, Pierce, Fenner & Smith Incorporated and Centerview Partners LLC.

Section 5.8. Absence of Certain Changes or Events. Since December 31, 2014, (i) Parent and the Parent Subsidiaries have conducted their respective businesses in all material respects in the ordinary course of business consistent with past practice, except for actions taken in connection with this Agreement, and (ii) there has not been any Parent Material Adverse Effect. Except as set forth on Section 5.8 of the Parent Disclosure Schedule, since December 31, 2014, through the date hereof, Parent has not taken any action that would be prohibited by Section 6.1(d) if taken after the date hereof.

Section 5.9. Legal Proceedings. There are no (i) Actions pending (or, to the Knowledge of Parent, threatened) against or affecting Parent or any Parent Subsidiary, or any of their respective properties, at law or in equity, or (ii) Orders against Parent or any Parent Subsidiary, in the case of each of clause (i) or (ii), which would, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. As of the date hereof, there is no Action pending against (or, to the Knowledge of Parent, threatened against) Parent or any Merger Sub that in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the Mergers.

Section 5.10. Compliance with Law; Permits; Regulatory Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, Parent and each Parent Subsidiary is, and at all times since the later of January 1, 2013, or its respective date of formation or organization has been, in compliance with all applicable Laws and is not in default under or in violation of any applicable Laws.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, none of Parent or any Parent Subsidiary has been named in (i) any regulatory or self-regulatory enforcement Action, (ii) cease and desist order, or (iii) consent and settlement and Parent and the Parent Subsidiaries have not been subject to any formal investigation by a regulatory or administrative body.

Section 5.11. Undisclosed Liabilities. Neither Parent nor any Parent Subsidiary has incurred any liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due) that would be required to be reflected on a consolidated balance sheet of Parent and the Parent Subsidiaries under GAAP or in the notes thereto, except for (a) liabilities that are reflected or reserved against on the consolidated balance sheet of Parent as of March 31, 2015 included in the Parent Financial Statements or the notes thereto, (b) liabilities incurred in the ordinary course of business consistent with past practice since the date of the most recent balance sheet included in the Parent Financial Statements and (c) liabilities that have not had and would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

Section 5.12. State Takeover Laws. Each of Parent and each Merger Sub has, or will have prior to the Effective Time, taken all necessary action so that, assuming compliance by the Company with its obligations hereunder and the accuracy of the representations and warranties made by the Company herein, no “business combination”, “moratorium”, “fair price”, “control share acquisition” or other state anti-takeover statute or regulation, nor any takeover-related provision in the Parent Charter or the Parent Bylaws, would (a) prohibit or restrict Parent’s or such Merger Sub’s ability to perform their respective obligations under this Agreement, any related agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger or their ability to consummate the transactions contemplated hereby and thereby, (b) have the effect of invalidating or voiding this Agreement, any related agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger, or any provision hereof or thereof, or (c) subject the Company to any impediment or condition in connection with the exercise of any of its rights under this Agreement, any related agreement, the Support and Standstill Agreements, the Registration Rights Agreement or the Certificates of Merger.

Section 5.13. Parent Ownership of Company Securities. Neither Parent nor any Parent Subsidiaries beneficially owns any shares of Consolidated Capital Stock or any options, warrants or other rights to acquire Consolidated Capital Stock.

Section 5.14. Financing. Parent has delivered to the Company true and correct copies of an executed commitment letter, together with the related fee letter (subject to customary



redactions), each in effect as of the date of this Agreement from the financial institutions party thereto (together, as they may be amended, modified or replaced in accordance with this [Section 5.14](#), the “[Debt Commitment Letter](#)”), to provide debt financing in an aggregate amount set forth therein and subject to the terms and conditions set forth therein (together with any replacement debt financing in respect thereof, being collectively referred to as the “[Debt Financing](#)”). As of the date of this Agreement, the Debt Commitment Letter has not been amended or modified in any manner, and to the Knowledge of Parent, no amendment or modification of the Debt Commitment Letter that will reduce the amount of Debt Financing or materially increase the conditionality of such Debt Financing is contemplated, provided, however, Parent may amend, supplement, modify or replace the Debt Commitment Letter as in effect at the date hereof (a) to add or replace lenders, lead arrangers, bookrunners, syndication agents or similar entities who had not executed the Debt Commitment Letter as of the date of this Agreement, (b) to increase the amount of indebtedness, (c) to effectuate “flex” terms or (d) to replace the commitment under the Debt Commitment Letter by the amount of the commitment obtained on the Term Facility Effective Date as contemplated by the Debt Commitment Letter. As of the date of this Agreement, the commitment contained in the Debt Commitment Letter has not been terminated, reduced, withdrawn or rescinded in any respect and, to the Knowledge of Parent, no such termination, reduction, withdrawal or rescission is contemplated other than expressly contemplated thereunder. Parent has paid in full any and all commitment fees or other fees and amounts in connection with the Debt Commitment Letter that are payable on or prior to the date of this Agreement and, as of the date of this Agreement, the Debt Commitment Letter is in full force and effect and is the valid, binding and enforceable (in accordance with its terms) obligation of Parent and, to the Knowledge of Parent, as of the date hereof, the other parties thereto, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors’ rights and remedies generally. There are no conditions precedent or other contingencies related to the funding of the full amount (or any portion) of the Debt Financing, other than as expressly set forth in the Debt Commitment Letter, including any condition or other contingency relating to the availability of the Debt Financing pursuant to any “flex” provision, other than as expressly set forth in the Debt Commitment Letter. Assuming the Debt Financing is funded in accordance with the Debt Commitment Letter, the net proceeds contemplated by the Debt Commitment Letter, together with available cash on hand at Parent and the Company, will, in the aggregate, be sufficient for Parent and the Company to pay all of the amounts required to be provided by Parent for the consummation of the transactions contemplated by this Agreement, including the amounts payable in connection with the consummation of any of the Mergers, all related fees and expenses required to be paid as of the date of the consummation of the Mergers and the funds to be provided by (or on behalf of) Parent to the Company to enable the Company to fund the repayment or refinancing of the Company Credit Agreements. As of the date of this Agreement, there are no side letters, understandings or other agreements, contracts or arrangements of any kind relating to the Debt Commitment Letter that could affect the availability of the Debt Financing contemplated by the Debt Commitment Letter (other than original issue discount provisions as part of the “flex” terms). As of the date of this Agreement and assuming satisfaction or waiver (to the extent permitted by law) of the conditions to Parent’s and Merger Subs’ obligation to consummate the Mergers, (a) no event has occurred which (with or without notice, lapse of time or both) could constitute a default or breach or failure to satisfy a condition by Parent under the terms and conditions of the Debt Commitment Letter and (b) Parent does not have any reason to believe that any of the conditions to the Debt Financing will not be satisfied by Parent on a timely basis or that the Debt Financing will not be available to Parent on the date of the Closing.

Section 5.15. No Other Information. Each of Parent and each Merger Sub acknowledges that the Company makes no representations or warranties to Parent, any Merger Sub or any Parent Subsidiary as to any matter whatsoever except as expressly made pursuant to this Agreement. The representations and warranties made pursuant to this Agreement are made solely by the Company, and no stockholder or Representative of the Company shall have any responsibility or liability related thereto.

Section 5.16. Access to Information; Disclaimer. Each of Parent and each Merger Sub acknowledges and agrees that it (a) has had an opportunity to discuss the business of the Company and its subsidiaries with the management of the Company, (b) has had reasonable access to (i) the books and records of the Company and its Subsidiaries and (ii) the documents provided by the Company for purposes of the transactions contemplated by this Agreement, (c) has been afforded the opportunity to ask questions of and receive answers from officers of the Company and (d) has conducted its own independent investigation of the Company and its subsidiaries, their respective businesses and the transactions contemplated hereby, and has not relied on any representation, warranty or other statement by any Person on behalf of the Company or any Company Subsidiary, other than the representations and warranties of the Company made pursuant to this Agreement and the Support and Standstill Agreements and that all other representations and warranties are specifically disclaimed. Without limiting the foregoing, each of Parent and each Merger Sub further acknowledges and agrees that none of the Company, SCCII or any of their stockholders, directors, officers, employees, Affiliates, advisors, agents or other Representatives has made any representation or warranty except pursuant to this Agreement concerning any estimates, projections, forecasts, business plans or other forward-looking information regarding the Company, its Subsidiaries or their respective businesses and operations.

Section 5.17. No Other Representations or Warranties. Except for the representations and warranties made pursuant to Article IV of this Agreement, in the certificate to be delivered pursuant to Section 7.2(e) and the Support and Standstill Agreements, each of Parent and each Merger Sub acknowledges that neither the Company nor any other Person on behalf of the Company makes any other express or implied representation or warranty to Parent, any Merger Sub or any Parent Subsidiary with respect to the Company or with respect to any other information provided to Parent or any Merger Sub, including any information, documents, projections, forecasts or other material made available to Parent or any Merger Sub in certain “data rooms” or management presentations in expectation of the transactions contemplated by this Agreement.

## ARTICLE VI

### COVENANTS

#### Section 6.1. Interim Operations of the Company and Parent.

(a) During the period from the date of this Agreement until the Effective Time (except (i) as may be required by Law, (ii) with the prior written consent of Parent, which consent shall not be unreasonably withheld, delayed or conditioned, (iii) as contemplated or permitted by this Agreement or (iv) as set forth in the Company Disclosure Schedule), the business of the Company and the Company Subsidiaries shall be conducted only in the ordinary and usual course of business in all material respects consistent with past practice, and, to the extent consistent therewith, the Company and the Company Subsidiaries shall use reasonable best efforts to (A) preserve intact their current business organization and (B) preserve their relationships with customers, suppliers and others having business dealings with them; provided, however, that no action by the Company or any of the Company Subsidiaries with respect to matters addressed specifically by any provision of Section 6.1(b) shall be deemed a breach of this Section 6.1(a) unless such action would constitute a breach of such specific provision.

(b) Except (i) as may be required by Law, (ii) with the prior written consent of Parent, which consent shall not be unreasonably withheld, delayed or conditioned, (iii) as contemplated or permitted by this Agreement or (iv) as set forth in the Company Disclosure Schedule, prior to the Effective Time, neither the Company nor any of the Company Subsidiaries will:

(i) amend its certificate of incorporation or bylaws (or equivalent organizational documents);

(ii) except for shares of Consolidated Capital Stock to be issued or delivered pursuant to the exercise or settlement of equity-based awards granted pursuant to the Company Equity Plan that are outstanding as of the date hereof, issue, deliver, sell, dispose of, or authorize or agree to the issuance, sale or other disposition of (A) any share capital of any class or any other ownership interest of the Company or any of the Company Subsidiaries, or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for any share capital or any other ownership interest of the Company or any of the Company Subsidiaries, or any rights, warrants, options, calls, commitments or any other agreements of any character to purchase or acquire share capital or any other ownership interest of the Company or any of the Company Subsidiaries or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for, any share capital or any other ownership interest of the Company or any of the Company Subsidiaries, or (B) any other securities of the Company or any of the Company Subsidiaries in respect of, in lieu of, or in substitution for, Consolidated Capital Stock outstanding on the date hereof or any capital stock, share capital, other ownership interests, securities or rights in any Subsidiary of the Company (including SCCII);

(iii) redeem, purchase or otherwise acquire, or agree to redeem, purchase or otherwise acquire, any outstanding shares of Consolidated Capital Stock (except in respect of the payment of any Applicable Withholding Amount or exercise price in connection with the exercise or settlement of outstanding Company Equity Awards);

(iv) split, combine, subdivide or reclassify any shares of Consolidated Capital Stock or declare, set aside for payment or pay any dividend (whether in cash, stock or property or any combination thereof) or other distribution in respect of any shares of Consolidated Capital Stock or otherwise make any payments to stockholders of the Company in their capacity as such;

(v) adopt a plan of complete or partial liquidation, dissolution, merger, amalgamation, consolidation, restructuring, recapitalization or other reorganization of the Company or any Company Subsidiary, other than the Mergers;

(vi) acquire, sell or dispose of, or agree to acquire, sell or dispose of, any Person or any equity interests thereof or other business organization or division thereof (whether by merger, amalgamation, consolidation or other business combination, sale of assets, sale of share capital, tender offer or exchange offer or similar transaction), other than acquisitions, sales or dispositions among the Company and any of the Company Subsidiaries;

(vii) incur, redeem, prepay, defease, cancel, or, in any material respect, modify any Indebtedness (excluding Indebtedness incurred in the ordinary course of business of the type covered by clauses (c) and (d) of the definition thereof), or enter into any "keep well" or other agreement to maintain any financial statement condition of another Person, other than (A) incurrence of Indebtedness for working capital which does not exceed \$25,000,000, in the aggregate at any time outstanding, (B) letters of credit issued and maintained by the Company or the Company Subsidiaries in the ordinary course of business consistent with past practice and reimbursement obligations in respect thereof, (C) performance bonds issued in the ordinary course of business consistent with past practice or (D) prepayments of Indebtedness in the ordinary course of business consistent with past practice without premium;

(viii) make any material capital expenditures that are not provided for in the Company's 2015 capital expenditures plan provided to Parent in writing prior to the date of this Agreement;

(ix) (A) grant any increases in the compensation of any employees whose total target annual cash compensation is in excess of \$200,000 (or the equivalent thereof where denominated in foreign currencies), directors or executive officers, other than any compensation increase to such individuals in connection with the customary annual compensation review undertaken by the Company and the Company Subsidiaries if the Closing has not occurred prior to March 31, 2016 (subject to consultation with Parent with respect to that review), which increase would be applicable solely from and after April 1, 2016 or (B) grant any increase in the compensation of any employees whose total target annual cash compensation is less than \$200,000 (or the equivalent thereof where denominated in foreign currencies), other than to individual employees in the ordinary course of business or any compensation increase to such employees in connection with the customary annual compensation review undertaken by the Company and the Company Subsidiaries if the Closing has not occurred prior to March 31, 2016 (subject to consultation with Parent with respect to that review), which increase would be

applicable solely from and after April 1, 2016 or (C) enter into any new or amend any existing employment or severance agreements with any employee whose total target annual cash compensation is in excess of \$200,000 (or the equivalent thereof where denominated in foreign currencies), director or executive officer, other than with respect to entering into any agreements with new hires in those certain foreign jurisdictions where such agreements are entered into upon commencement of employment in the ordinary course of business;

(x) except as required by law or the terms of each Company Benefit Plan as of the date hereof, terminate or materially amend any existing Company Benefit Plans or enter into any plan that if it existed as of the date hereof would be a Company Benefit Plan, other than, in each case, to the extent constituting a Change of Control Payment;

(xi) change (A) in any material respect any of the accounting methods used by the Company unless required by GAAP, SEC rules and regulations or applicable Law or (B) with respect to the Company Subsidiaries, the accounting standards applicable to the preparation of the financial statements and accounts of each such Subsidiary;

(xii) change any material method of Tax accounting, make or change any material Tax election, amend any material Tax Return, settle or compromise any material Tax liability, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of material Taxes, enter into any closing agreement with respect to any material Tax or surrender any right to claim a material Tax refund;

(xiii) make any non-monetary settlement of any Action that would materially restrict the operation of any of the Company's or the Company Subsidiaries' material business lines or material product lines or the Company and the Company Subsidiaries in any material territory or geography;

(xiv) except with respect to Taxes (which shall be covered by Section 6.1(b)(xii)), settle (a) any Action made or pending against the Company or any Company Subsidiary by any Governmental Entity, other than the settlement of Actions solely for monetary damages for an amount for each Action or series of related Actions not in excess of \$250,000, or (b) any material Action made or pending against the Company or any Company Subsidiaries, other than the settlement of Actions (other than those initiated by a Governmental Entity) in the ordinary course of business consistent with past practice for an amount for each Action or series of related Actions not in excess of the greater of (A) \$3,000,000 and (B) the amount reflected or reserved therefor in the most recent financial statements (or the notes thereto) of the Company included in the Company Reports;

(xv) enter into any new line of business unrelated to an existing line of business of the Company or any Company Subsidiary;

(xvi) other than in the ordinary course of business, (a) modify or amend in any material respect, or transfer, novate, assign or terminate, any Company Material Contract, (b) enter into any successor agreement to an expiring Company Material Contract that changes the terms of the expiring Company Material Contract or (c) enter into any new agreement that would have been considered a Company Material Contract if it were entered into at or prior to the date hereof; or

(xvii) enter into any Contract, commitment or arrangement to do any of the foregoing.

(c) During the period from the date of this Agreement until the earlier of the Effective Time (except (w) as may be required by Law, (x) with the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned, (y) as contemplated or permitted by this Agreement or (z) as set forth in the Parent Disclosure Schedule), the business of Parent and the Parent Subsidiaries shall be conducted only in the ordinary and usual course of business in all material respects consistent with past practice; provided, however, that no action by Parent or any of the Parent Subsidiaries with respect to matters addressed specifically by any provision of Section 6.1(d) shall be deemed a breach of this Section 6.1(c) unless such action would constitute a breach of such specific provision.

(d) Except (i) as may be required by Law, (ii) with the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned, (iii) as contemplated or permitted by this Agreement or (iv) as set forth in the Parent Disclosure Schedule, prior to the Effective Time, neither Parent nor any of the Parent Subsidiaries will:

(i) amend the certificate of incorporation or bylaws of Parent;

(ii) other than in the ordinary course of business consistent with past practice and except for shares of Parent Common Stock to be issued or delivered pursuant to the (A) Parent Equity Plans or exercise or settlement of equity-based awards granted pursuant to the Parent Equity Plans or (B) in connection with acquisitions consistent with past practice, and except for the issuance, grant or delivery of equity-based awards granted pursuant to the Parent Equity Plans in the ordinary course of business consistent with past practice, issue, deliver, sell, dispose of, or authorize or agree to the issuance, sale or other disposition of (1) any share capital of any class or any other ownership interest of Parent or any of Parent Subsidiaries, or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for any share capital or any other ownership interest of Parent or any of the Parent Subsidiaries, or any rights, warrants, options, calls, commitments or any other agreements of any character to purchase or acquire share capital or any other ownership interest of Parent or any of the Parent Subsidiaries or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for, any share capital or any other ownership interest of Parent or any of the Parent Subsidiaries, or (2) any other securities of Parent or any of the Parent Subsidiaries in respect of, in lieu of, or in substitution for, Parent Common Stock outstanding on the date hereof or any capital stock, share capital, other ownership interests, securities or rights in any Company Subsidiary (other than, in the case of (1) or (2), any such issuances, sales and dispositions to Parent or any other Parent Subsidiary);

(iii) split, combine, subdivide or reclassify any shares of Parent Common Stock or declare, set aside for payment or pay any dividend (other than Parent's regular quarterly dividend paid at times that are consistent with past practice, which dividends during the period through December 31, 2015 shall not exceed \$0.26 per share per quarter and may

thereafter be increased consistent with past practice) (whether in cash, stock or property or any combination thereof) or other distribution in respect of any shares of Parent Common Stock or otherwise make any payments to stockholders of the Parent in their capacity as such;

(iv) adopt a plan of complete or partial liquidation, dissolution, merger, amalgamation, consolidation, restructuring, recapitalization or other reorganization of Parent;

(v) acquire, sell or dispose of, or agree to acquire, sell or dispose of, any Person or any equity interests thereof or other business organization or division thereof (whether by merger, amalgamation, consolidation or other business combination, sale of assets, sale of share capital, tender offer or exchange offer or similar transaction) that would reasonably be expected to (A) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any authorization, consent, order, declaration or approval of any of the Mergers, in connection with, or in compliance with, the HSR Act and other Antitrust Laws, (B) materially delay or materially adversely affect Parent's ability to obtain the Debt Financing or any Alternative Financing (including adversely affecting Parent's ability to satisfy the conditions to the Debt Financing or any Alternative Financing) on the date on which the Closing would otherwise occur in accordance with Section 2.2, or (C) otherwise materially delay, prevent or impede the consummation of any of the Mergers and the other transactions contemplated hereby;

(vi) change (A) in any material respect any of the accounting methods used by the Company unless required by GAAP, SEC rules and regulations or applicable Law or (B) with respect to the Parent Subsidiaries, the accounting standards applicable to the preparation of the financial statements and accounts of each such Subsidiary;

(vii) change any material method of Tax accounting, make or change any material Tax election, amend any material Tax Return, settle or compromise any material Tax liability, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of material Taxes, enter into any closing agreement with respect to any material Tax or surrender any right to claim a material Tax refund; or

(viii) enter into any Contract, commitment or arrangement to do any of the foregoing.

Section 6.2. Access to Information. The Company shall (and shall cause each of its Subsidiaries to) afford to officers, employees, counsel, investment bankers, accountants and other authorized representatives ("Representatives") of Parent reasonable access, in a manner not unreasonably disruptive to the operations of the business of the Company and the Company Subsidiaries, during normal business hours and upon reasonable notice throughout the period prior to the Final Effective Time, to the properties, books, Contracts, data, files, information and records of the Company and the Company Subsidiaries, and, during such period, shall (and shall cause each of its Subsidiaries to) furnish promptly to such Parent Representatives all information concerning the business, operations, properties, assets and personnel of the Company and the Company Subsidiaries as may reasonably be requested; provided, however, that nothing herein shall require the Company or any of the Company Subsidiaries to disclose any information to Parent if such disclosure would, in the reasonable judgment of the Company, (i) cause significant competitive harm to the Company or the Company Subsidiaries if the transactions contemplated

by this Agreement are not consummated, (ii) violate applicable Law or the provisions of any agreement to which the Company or any Company Subsidiaries is a party (provided the Company shall use reasonable best efforts to develop reasonable alternative arrangements to provide such access or information to Parent, potentially including, to the extent reasonable, targeted redactions, provision of information to counsel to review and summarize for Parent or use of a 'clean room' environment for analysis and review of information by joint integration teams in coordination with counsel and the Company) or (iii) constitute a waiver of the attorney-client or other privilege held by the Company or any Company Subsidiary. Parent agrees that it will not, and will cause its Representatives not to, use any information obtained pursuant to this Section 6.2 for any competitive or other purpose unrelated to the consummation of the transactions contemplated by this Agreement. The Confidentiality Agreement shall apply with respect to information furnished hereunder by or on behalf of the Company, the Company Subsidiaries and the Company's Representatives (as defined in the Confidentiality Agreement).

Section 6.3. Exclusivity. The Company and its Affiliates shall not, and shall cause the Company Subsidiaries and their respective Representatives not to, directly or indirectly, (a) (i) solicit, (ii) initiate, (iii) knowingly encourage or assist, or (iv) respond to the submission of any proposal or offer from any third-party relating, with respect to the Company or any of the Company Subsidiaries, to any (w) liquidation, dissolution or recapitalization, (x) merger or consolidation, (y) acquisition or purchase of all or a significant portion of the assets of, or any equity interest in, the Company or any of the Company Subsidiaries or (z) similar transaction or business combination (a "Competing Transaction"), nor (b) participate in any or continue any ongoing discussions or negotiations regarding, or furnish to any other third-party any information with respect to, or otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage, any effort or attempt by any Person to pursue or effect a Competing Transaction nor (c) enter into any agreement with respect to a Competing Transaction, except, in the cases of clauses (a)(iv) (and clause (a)(iii) to the extent an action described in clause (a)(iv) would also constitute an action described in clause (a)(iii)) and (b), to the extent failure to do so would be inconsistent with the fiduciary duties of the board of directors of the Company under applicable Law. Any information described in the foregoing clause shall only be provided pursuant to a confidentiality agreement with confidentiality provisions that are no less favorable to the Company than those contained in the Confidentiality Agreement. The Company shall, and shall instruct all Representatives acting on its and its Affiliates' behalf to immediately cease any existing activities, discussions and negotiations with any Persons with respect to any of the foregoing. As soon as reasonably practicable after the date hereof, the Company shall instruct each Person (other than Parent and the Merger Subs and their representatives) in possession of confidential information about the Company that was furnished pursuant to a confidentiality agreement within the prior twelve (12) months in connection with any actual or potential proposal by such Person to acquire the Company (or any portion thereof) to promptly return or destroy all such information, subject to the terms of such confidentiality agreement.

#### Section 6.4. Employee Benefits.

(a) For the benefit of employees of the Company and the Company Subsidiaries (the "Employees"), as of the Effective Time, and for a period of at least twelve (12) months thereafter, Parent agrees to (i) provide or cause the Parent Subsidiaries (including the



Surviving Company) to provide each Employee with base salary or wage rates that, in the aggregate, are not less than those in effect for such Employee immediately prior to the Effective Time and (ii) in Parent's sole discretion (which may be exercised on a plan by plan basis) either, (A) maintain or cause the Parent Subsidiaries (including the Surviving Company) to maintain the Company Benefit Plans (excluding the Company Equity Plan, any defined benefit pension plan and any retiree medical plan, but including the Company's severance practices as described on Section 6.4(a) of the Company Disclosure Schedule) at the benefit levels that are, in the aggregate, no less favorable than are in effect as of immediately prior to the Effective Time, or (B) provide or cause the Parent Subsidiaries (including the Surviving Company) to provide employee benefits (excluding the Company Equity Plan, any defined benefit pension plan and any retiree medical plan, but including severance entitlements) that, in the aggregate, are no less favorable to each Employee than those in effect for similarly-situated employees of Parent or any of the Parent Subsidiaries.

(b) With respect to each Parent Benefit Plan (including, for the purposes of this Section 6.4, any plan of the Surviving Company which would be a Parent Benefit Plan) following the Effective Time and in which any of the Employees participate, and except to the extent necessary to avoid duplication of benefits, for purposes of determining eligibility to participate, vesting, accrual of, and entitlement to, benefits (but not for accrual of defined benefit pension benefits) and all other purposes, service with the Company and the Company Subsidiaries (or predecessor employers to the extent the Company provides past service credit) shall be treated as service with Parent and the Parent Subsidiaries. Parent shall use reasonable best efforts to cause each applicable Parent Benefit Plan to waive eligibility waiting periods, evidence of insurability requirements and pre-existing condition limitations to the extent waived or not included under the corresponding Company Benefit Plan. The Employees shall be given credit under the applicable Parent Benefit Plan for amounts paid prior to the Effective Time during the calendar year in which the Effective Time occurs under a corresponding Company Benefit Plan for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the Parent Benefit Plan.

(c) The parties hereto acknowledge and agree that all provisions contained in this Section 6.4 with respect to employees of the Company and the Company Subsidiaries are included for the sole benefit of the respective parties hereto and shall not create any right (i) in any other person, including employees, former employees, any participant or any beneficiary thereof in any Company Benefit Plan, Company Employment Agreement, Parent Benefit Plan or Parent Employment Agreement or (ii) to continued employment with the Company and the Company Subsidiaries, Parent or the Surviving Company. Notwithstanding anything in this Section 6.4 to the contrary, nothing in this Agreement, whether express or implied, shall be treated as an amendment or other modification of any Company Benefit Plan, Company Employment Agreement, Parent Benefit Plan, Parent Employment Agreement or any other employee benefit plans of the Company or Parent.

(d) Bonus Plans

(i) All fiscal year 2015 bonus amounts under annual bonus cash incentive plans of the Company and its Subsidiaries, will be calculated consistent with past

practice and paid in the ordinary course of business to the eligible Employees with such bonus amounts calculated based on actual results and performance achieved in respect of fiscal year 2015 prior to the Closing Date and for the period following the Closing Date until the end of fiscal year 2015, in order to ensure the Company's actual results and performance can be accurately determined, Parent will maintain separate records for the Company for such purpose; provided that, any actions or decisions made by Parent following the Closing Date that materially adversely affect the actual results and performance of the Company for fiscal year 2015 shall be disregarded for purposes of determining the bonus amounts payable in respect of fiscal year 2015. Such fiscal year 2015 bonus amounts shall be paid in the ordinary course of business but no later than March 15, 2016 in the case of Employees who are subject to U.S. taxation (and, so long as an Employee was employed as of the Closing Date and was not thereafter terminated for "cause" and did not resign, without regard to whether such Employee is employed on the payment date).

(ii) To the extent that the Closing Date occurs in fiscal year 2016, Employees shall be eligible to participate (A) prior to the Closing Date, in the Company's annual bonus cash incentive plans with such bonus amounts calculated based on target performance and pro rated for the number of days in fiscal year 2016 that have occurred prior to the Closing Date, with the fiscal year targets and budget under such plans to be set in consultation with Parent and (B) following the Closing Date, in the Parent's applicable annual bonus or cash incentive plans for similarly-situated employees of Parent or any of the Parent Subsidiaries, with such amounts calculated based on performance and pro rated for the number of days in fiscal year 2016 that have occurred following the Closing Date; provided that, in the case of (B) Parent will establish individual target incentive amounts for each Employee that are, on a pro-rata basis, at least 80% of each such Employee's target annual incentive amount for fiscal year 2015; provided further, that, in each case, that an Employee must be employed on the applicable payment date in 2017 in order to receive a bonus payment under any such Company or Parent plans in respect of fiscal year 2016.

Section 6.5. Publicity. The initial press release by each of Parent and the Company with respect to the execution of this Agreement shall be acceptable to the Company and Parent, respectively. Thereafter, neither the Company nor Parent (nor any of their respective Affiliates) shall issue any other press release or make any other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior agreement of the other party (such consent not to be unreasonably withheld, conditioned or delayed), except as may be required by Law or by any listing agreement with a national securities exchange, in which case the party proposing to issue such press release or make such public announcement shall use its reasonable best efforts to consult in good faith with the other party before making any such public announcements.

Section 6.6. Directors' and Officers' Insurance and Indemnification.

(a) For six (6) years from and after the Effective Time, Parent shall cause the Surviving Company to indemnify and hold harmless the individuals who at any time prior to the Effective Time were directors or officers of the Company or any of the Company Subsidiaries (the "Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities in connection with actions or omissions

occurring at or prior to the Effective Time (including the transactions contemplated by this Agreement) to the same extent such Persons are currently entitled to indemnification in such capacities under the organizational documents of the Company or such Company Subsidiary, as applicable, and applicable Law, and Parent shall, and shall cause the Surviving Company to, promptly advance expenses as incurred to such Persons to the same extent such Persons are currently entitled to such advancement in such capacities thereunder. Each of Parent and each Merger Sub agrees that all rights to exculpation or indemnification for acts or omissions occurring prior to the Effective Time existing as of the Effective Time in favor of directors and officers of the Company and the Company Subsidiaries in such capacities and the heirs, executors, trustees, fiduciaries and administrators of such officer or director (each, a “D&O Indemnitee”), as provided in the Company’s or each of the Company Subsidiaries’ respective certificate of incorporation and bylaws (or comparable organizational or governing documents) or in any indemnification agreement, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect in accordance with their terms. After the Effective Time, the Surviving Company shall (and Parent shall cause the Surviving Company to) fulfill and honor such obligations to the maximum extent permitted by applicable Law. In addition, for a period of six (6) years following the Effective Time, Parent shall, and shall cause the Surviving Company and its Subsidiaries to, cause the limited liability company agreement (and other similar organizational documents) of the Surviving Company and its Subsidiaries to contain provisions with respect to indemnification, advancement of expenses and exculpation that are at least as favorable as the indemnification, advancement of expenses and exculpation provisions contained in the certificate of incorporation or bylaws (or other similar organizational documents) of the Company and the Company Subsidiaries immediately prior to the Effective Time, and during such six-year period, such provisions shall not be amended, repealed or otherwise modified in any respect, except as required by applicable Law.

(b) Prior to the Effective Time, the Company shall or, if the Company is unable to, Parent shall cause the Surviving Company as of the Effective Time to obtain and fully pay the premium for the non-cancellable extension of the directors’ and officers’ liability coverage of the Company’s existing directors’ and officers’ insurance policies and the Company’s existing fiduciary liability insurance policies (collectively, the “D&O Insurance”), in each case for a claims reporting or discovery period of at least six (6) years from and after the Effective Time with respect to any claim related to any period of time at or prior to the Effective Time from an insurance carrier with the same or better credit rating as the Company’s current D&O Insurance carrier with respect to directors’ and officers’ liability insurance in an amount and scope at least as favorable as the Company’s existing policies. If the Company or the Surviving Company for any reason fails to obtain such “tail” insurance policies as of the Effective Time, (i) the Surviving Company shall continue to maintain in effect, for a period of at least six (6) years from and after the Effective Time, the D&O Insurance in place as of the date of this Agreement with the Company’s current insurance carrier or with an insurance carrier with the same or better credit rating as the Company’s current D&O Insurance carrier with respect to directors’ and officers’ liability insurance in an amount and scope at least as favorable as the Company’s existing policies, or (ii) Parent will provide, or cause the Surviving Company to provide, for a period of not less than six (6) years after the Effective Time, the D&O Indemnitees who are insured under the Company’s D&O Insurance with comparable D&O Insurance that provides coverage for events occurring at or prior to the Effective Time from an insurance carrier with the same or better credit rating as the Company’s current D&O Insurance carrier, that is no

less favorable than the existing policy of the Company or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided, however, that Parent and the Surviving Company shall not be required to pay an annual premium for the D&O Insurance in excess of 300% of the annual premium currently paid by the Company for such insurance; and provided further that if the annual premiums of such insurance coverage exceed such amount, Parent or the Surviving Company shall be obligated to obtain a policy with the greatest coverage available, with respect to matters occurring prior to the Effective Time, for a cost not exceeding such amount.

(c) This Section 6.6 is intended to benefit the Indemnified Parties and the D&O Indemnitees, and shall be binding on all successors and assigns of Parent, each Merger Sub, the Company and the Surviving Company. Parent hereby guarantees the payment and performance by the Surviving Company of the indemnification and other obligations pursuant to this Section 6.6 and limited liability company agreement of the Surviving Company.

(d) In the event that Parent, the Surviving Company or any of their respective successors or assigns (i) consolidates or amalgamates with or merges into any other Person and shall not be the continuing or surviving Person of such consolidation or merger or (ii) transfers or conveys a majority of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors, assigns and transferees of Parent or the Surviving Company or their respective successors or assigns, as the case may be, assume the obligations set forth in this Section 6.6.

#### Section 6.7. Preparation of Registration Statements.

(a) Following the date of this Agreement, Parent shall promptly prepare, with the cooperation and assistance of (and after review by) the Company and its counsel and accountant and cause to be filed with the SEC, a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Mergers (the "Form S-4" or "Registration Statement"). Parent shall use its reasonable best efforts to file the Form S-4 with the SEC as promptly as reasonably practicable after the date of this Agreement and to have the Form S-4 declared effective under the Securities Act as promptly as reasonably practicable after such filing. Each of the Company and Parent shall furnish all information concerning such Person and its Affiliates to the other, and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Form S-4, and the Registration Statement shall include all information reasonably requested by such other party to be included therein. Parent shall promptly notify the Company upon the receipt of any comments from the SEC or any request from the SEC for amendments or supplements to the Registration Statement and shall provide the Company with copies of any correspondence between it and its Representatives, on the one hand, and the SEC, on the other hand. Parent shall use its reasonable best efforts to respond as promptly as reasonably practicable to any comments from the SEC with respect to the Registration Statement. Notwithstanding the foregoing, prior to filing or mailing the Registration Statement (or any amendment or supplement thereto), or responding to any comments of the SEC with respect thereto, Parent (i) shall provide the Company an opportunity to review and comment on such document or response, (ii) shall consider in good faith all comments reasonably proposed by the Company and (iii) shall not file or mail such document or respond to the SEC prior to receiving the approval of the Company,

which approval shall not be unreasonably withheld, conditioned or delayed. Parent shall advise the Company, promptly after receipt of notice thereof, of the time of effectiveness of the Form S-4, the issuance of any stop order relating thereto or the suspension of the qualification of the shares of Parent Common Stock included in the Per Share Merger Consideration for offering or sale in any jurisdiction, and Parent shall use its reasonable best efforts to have any such stop order or suspension lifted, reversed or otherwise terminated. Each of the Company and Parent shall also take any other action required to be taken under the Securities Act, the Exchange Act, any applicable foreign or state securities or "blue sky" laws and the rules and regulations thereunder in connection with any of the Mergers and the issuance of the shares of Parent Common Stock included in the Per Share Merger Consideration.

(b) Each of Parent and each Merger Sub agrees that none of the information supplied or to be supplied by or on behalf of Parent or any Merger Sub for inclusion or incorporation by reference in the Registration Statement will, at the time such Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If prior to the Effective Time, any event occurs with respect to Parent or any Parent Subsidiary, or any change occurs with respect to other information supplied by Parent for inclusion in a Registration Statement, which is required to be described in an amendment of, or a supplement to, the Registration Statement, Parent shall promptly notify the Company of such event, and Parent and the Company shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Registration Statement and, as required by Law, in disseminating the information contained in such amendment or supplement to the Company's stockholders. Nothing in this Section 6.7(b) shall limit the obligations of any party under Section 6.7(a).

(c) The Company agrees that none of the information supplied or to be supplied by or on behalf of the Company for inclusion or incorporation by reference in the Registration Statement will, at the time such Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If prior to the Effective Time, any event occurs with respect to the Company or any Company Subsidiary, or any change occurs with respect to other information supplied by the Company for inclusion in a Registration Statement, which is required to be described in an amendment of, or a supplement to, such Registration Statement, the Company shall promptly notify Parent of such event, and Parent and the Company shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to such Registration Statement and, as required by Law, in disseminating the information contained in such amendment or supplement to the Company's stockholders. Nothing in this Section 6.7(c) shall limit the obligations of any party under Section 6.7(a).

(d) The Company and SCCII shall solicit the Required Stockholder Approval via written consent as soon as prudently practicable after the Form S-4 becomes effective. In connection therewith, as promptly as practicable after the Form S-4 becomes effective, the board of directors of the Company shall set a record date for determining the stockholders entitled to provide such written consent. The prospectus included in the Form S-4 shall also constitute a

consent solicitation statement for the foregoing written consent (the “Consent Solicitation Statement/Prospectus”). As promptly as practicable after the Form S-4 becomes effective, the Company and SCCII shall cause the Consent Solicitation Statement/Prospectus to be mailed to their respective holders, along with the Letter of Transmittal. The Company shall, through its board of directors, recommend to its stockholders that they give the Required Stockholder Approval and shall include such recommendation in such consent solicitation, subject to the board of directors right to effect a change in recommendation if required pursuant to the board of directors’ fiduciary duties under applicable Law. The Company will provide Parent with copies of all stockholder consents it receives. If the Required Stockholder Approval is obtained, then promptly following the receipt of the required written consents, the Company will prepare (subject to the reasonable approval of Parent) and deliver to its stockholders who have not consented the notice required by Section 228(e) of the DGCL.

(e) Parent shall promptly prepare and submit to the NYSE a listing application covering the shares of Parent Common Stock issuable in the Mergers, and shall use reasonable best efforts to obtain, prior to the Effective Time, approval for the listing of such Parent Common Stock, subject to official notice of issuance, and the Company shall cooperate with Parent with respect to such listing.

(f) Promptly following the date of this Agreement, and in any event within five (5) Business Days of the date hereof, the Company shall file a registration withdrawal request with the SEC in respect of the Company’s Registration Statement on Form S-1 and exhibits in connection with a possible initial public offering. From the date hereof until the earlier of (i) the termination of this Agreement pursuant to Section 8.1, or (ii) the Final Effective Time, other than in connection with compliance with the immediately preceding sentence, the Company shall and shall cause each Company Subsidiary and all of their respective Affiliates and Representatives to cease incurring any costs, fees or expenses of any third parties in connection with an initial public offering of the Company or any Company Subsidiary.

#### Section 6.8. Regulatory Matters.

(a) Notwithstanding anything in this Agreement to the contrary, the parties hereto agree to make an appropriate filing of a Notification and Report Form pursuant to the HSR Act, to make all other filings required by applicable foreign Antitrust Laws identified in Section 6.8(a)(i) of the Parent Disclosure Schedule (collectively, “Foreign Antitrust Approvals”) and to make all filings identified in Section 6.8(a)(ii) of the Company Disclosure Schedule (collectively, “Regulatory Approvals”) with respect to the transactions contemplated hereby as promptly as practicable and in any event prior to the expiration of any applicable legal deadline (provided that the submission or filing (i) of a Notification and Report Form pursuant to the HSR Act will be made within ten (10) days of the date of this Agreement and such filings shall request early termination of the applicable waiting period under the HSR Act, (ii) for applicable Foreign Antitrust Approvals shall be submitted by the parties with the relevant notification forms, or a draft thereof, for jurisdictions where submission of a draft prior to formal notification is appropriate, within twenty (20) days of the date of this Agreement and (iii) for applicable Regulatory Approvals shall be submitted by the parties with the relevant notification forms, or a draft thereof, for jurisdictions where submission of a draft prior to formal notification is appropriate, within ten (10) Business Days of the date of this Agreement) and to supply as

promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act and any other filings required in connection with the Foreign Antitrust Approvals or any other Antitrust Law or any Regulatory Approvals. The parties shall also consult and cooperate with one another, and consider in good faith the views of one another, in connection with, and provide to the other parties in advance, any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to any such Antitrust Laws or any such Regulatory Approvals. Without limiting the foregoing, the parties hereto agree to (i) give each other reasonable advance notice of all meetings, telephone calls or discussions with any Governmental Entity in connection with or relating to any Antitrust Laws or any Regulatory Approvals, (ii) give each other an opportunity to participate in each of such meetings, telephone calls or discussions, (iii) to the extent practicable, give each other reasonable advance notice of all substantive oral communications with any Governmental Entity in connection with or relating to any Antitrust Laws or any Regulatory Approvals, (iv) if any Governmental Entity initiates a substantive oral communication in connection with or relating to any Antitrust Laws or any Regulatory Approvals, promptly notify the other party of the substance of such communication, (v) provide each other with a reasonable advance opportunity to review and comment upon all written communications (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals) with a Governmental Entity in connection with or relating to any Antitrust Laws or any Regulatory Approvals and (vi) provide each other with copies of all written communications to or from any Governmental Entity in connection with or relating to any Antitrust Laws or any Regulatory Approvals. Any such disclosures or provision of copies by one party to the other may be made on an outside counsel basis if appropriate. Notwithstanding anything in this Agreement to the contrary, each of Parent and each Merger Sub agrees, and shall cause each of the Parent Subsidiaries, to use reasonable best efforts to obtain any consents, clearances or approvals required under or in connection with the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other supranational, foreign, national, federal or state law, regulation or decree designed to prohibit, restrict or regulate actions related to competition, antitrust, merger control or foreign investment, including for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition (collectively "Antitrust Laws") or the applicable Laws associated with any Regulatory Approvals, and to enable all waiting periods under applicable Antitrust Laws or any Regulatory Approvals to expire, and to avoid or eliminate each and every impediment under applicable Antitrust Laws or the applicable Laws associated with any Regulatory Approvals that may be asserted by any Governmental Entity, in each case, to cause the Mergers and the other transactions contemplated hereby to occur prior to the Termination Date (any such action, a "Clearance Action"); provided that, using reasonable best efforts shall include but not be limited to (i) promptly complying with or modifying any requests for additional information (including any second request) by any Governmental Entity, (ii) offering, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license or other disposition of any and all of the share capital, assets, rights, products, services or businesses of Parent, each Merger Sub and the Parent Subsidiaries or the Company and the Company Subsidiaries or any interests or interests therein, (iii) taking or committing to take actions that after the Closing Date would limit Parent's freedom of action with respect to, or its ability to retain, one or more of the assets, rights, products, services or businesses of Parent, each

Merger Sub, the Company and the Company Subsidiaries or any interest or interests therein and (iv) contesting, defending and appealing any threatened or pending preliminary or permanent injunction or other order, decree or ruling that would adversely affect the ability of any party hereto to consummate the transactions contemplated hereby and taking any and all other actions to prevent the entry, enactment or promulgation thereof; provided that nothing contained in this Section 6.8(a) shall require Parent or any Merger Sub to, or permit the Company or any Company Subsidiary to (without Parent consent), (A) take any Clearance Action (1) which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, results of operation or financial condition of the Company and the Company Subsidiaries, taken as a whole, or (2) which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, results of operation or financial condition of Parent and the Parent Subsidiaries, taken as a whole, assuming for this purpose that Parent and the Parent Subsidiaries were, in the aggregate, the same size and had the same aggregate results of operations and financial condition as the Company and the Company Subsidiaries do as of the applicable date of determination, or (B) make any divestitures or take other actions or remedies, in each case, not conditioned on the consummation of the Closing.

(b) Subject to the terms hereof, and except with regard to the Antitrust Laws and the applicable Laws associated with any Regulatory Approvals which shall be governed by Section 6.8(a), the Company, each of Parent and any Merger Sub shall, and Parent and the Company shall cause their respective Subsidiaries to, use their reasonable best efforts to:

(i) take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby as promptly as reasonably practicable;

(ii) obtain from any Governmental Entity or any other third party any consents, licenses, permits, waivers, approvals, authorizations, or orders and send any notices, in each case, which are required to be obtained, made or sent by the Company or Parent or any of their Subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; provided that in connection therewith none of the Company or the Company Subsidiaries will without the prior written consent of Parent, make or agree to make any payment or accept any material conditions or obligations, including amendments to existing conditions and obligations;

(iii) as promptly as practicable, make all necessary filings and notifications, and thereafter make any other required submissions and applications with respect to this Agreement and the Mergers required under any applicable Law; and

(iv) execute or deliver any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement.

The Company and Parent shall cooperate with each other in connection with the making of all such filings, submissions, applications and requests. Each of the Company and Parent shall use its reasonable best efforts to furnish to each other (on an outside counsel basis if appropriate)



all information required for any filing, submission, application or request to be made pursuant to applicable Law in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, Parent and the Company agree that nothing contained in this Section 6.8(b) shall modify, limit or otherwise affect their respective rights and responsibilities under Section 6.8(a).

Section 6.9. Section 16 Matters. Prior to the Effective Time, the board of directors of the Company, or an appropriate committee of “non-employee directors” (as defined in Rule 16b-3 under the Exchange Act), shall adopt a resolution consistent with the interpretive guidance of the SEC in the Skadden, Arps, Slate, Meagher & Flom LLP SEC No-Action Letter (January 12, 1999) providing that the disposition of Consolidated Capital Stock, Company Stock Options, Company Appreciation Units, Performance-Based Appreciation Units, Performance-Based Options, Performance-Based RSUs and Company Restricted Stock Units resulting from the transactions contemplated by this Agreement by any officer or director of the Company who is subject to the reporting requirements of Section 16 of the Exchange Act with respect to securities of the Company shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act. Prior to the Effective Time, the board of directors of Parent, or an appropriate committee of “non-employee directors” (as defined in Rule 16b-3 under the Exchange Act), shall adopt a resolution consistent with the interpretive guidance of the SEC in the Skadden, Arps, Slate, Meagher & Flom LLP SEC No-Action Letter (January 12, 1999) providing that the acquisition of Parent Common Stock and Converted RSUs pursuant to this Agreement by any officer or director of the Company who may become subject to the reporting requirements of Section 16 of the Exchange Act with respect to securities of Parent shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act.

Section 6.10. Filing of Form S-8; Listing of Additional Shares. Parent agrees to file no later than the Effective Time a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the Parent Common Stock issuable with respect to Converted RSUs and shall use its reasonable best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as the Converted RSUs assumed in accordance with this Agreement remain outstanding. Parent shall at times ensure that there will remain a sufficient amount of unissued Parent Common Stock to meet its share issuance obligations under the Converted RSUs. Parent shall also use its reasonable best efforts to take any action required to be taken by it under any applicable state securities Laws in connection with the conversion of the Company Restricted Stock Units into Converted RSUs and Parent’s certificate of incorporation in order to duly authorize the grant of such rights to subscribe for shares in its share capital free of preemptive rights at or prior to the Effective Time, and the Company shall furnish to Parent any information concerning the Company and holders of the Company Restricted Stock Units as may be reasonably requested by Parent in connection with any such action. Parent shall take all action necessary to cause the Parent Common Stock to be issuable upon the vesting of the Converted RSUs, to be approved for listing on the NYSE at or prior to the Effective Time.

Section 6.11. Vote of SCCII Common Stock. Prior to the Effective Time, the Company shall cause all outstanding shares of SCCII Common Stock to be voted to approve Merger 2 and the other transactions contemplated hereby in accordance with the DGCL and any applicable agreements, either by written consent or at a meeting of the holders thereof duly called and held.

Section 6.12. Treatment of Existing Indebtedness of the Company.

(a) The Company shall, at Parent's written request, promptly prepare a conditional notice of optional redemption (a "Redemption Notice") for all of the outstanding principal amount of any or all series of the Notes pursuant to the requisite provisions of the applicable indenture conditioned on the occurrence of the Closing and any other conditions specified by Parent. Parent's written request shall specify the requested date of the Redemption Notice and the requested redemption date, in each case in accordance with each applicable indenture. The Company shall provide Parent with a reasonable opportunity to review and comment on drafts of the definitive documentation for any such redemption. The Company shall use its reasonable best efforts to cause the trustee under the applicable indenture to give any such Redemption Notice to holders of the Notes on the Company's behalf, and shall timely provide the trustee with such officer's certificates, legal opinions and other documentation reasonably requested by the trustee in connection therewith. On or prior to the redemption date, Parent shall deposit with the trustee under the applicable indentures cash or cash equivalents sufficient to effect such redemption as required pursuant to the term of the applicable indenture. In connection with any redemption contemplated by this Section 6.12, the Company shall, at the written request of the Parent, take such actions, in each case, solely to the extent conditioned on Closing and other conditions specified by Parent, as are required by it pursuant to the terms of the related indenture to facilitate the discharge of the indenture in connection with any such redemption at or following the Effective Time, to the extent such discharge and/or defeasance are permitted by such indenture.

(b) On or prior to the second (2nd) Business Day prior to the Effective Time, the Company shall deliver to Parent copies of customary payoff letters, lien terminations and other instruments of discharge, from each administrative agent or other similar agent under the Company Credit Agreements in the event it is to be refinanced at Closing evidencing, among other things, the payoff of existing indebtedness of the Company and the Company Subsidiaries on the Closing Date and the release of related Liens and other security interests on the Closing Date.

(c) Parent (i) shall promptly, upon request by the Company, reimburse the Company and the Company Subsidiaries, for all out-of-pocket costs and expenses (including attorneys' fees) incurred by the Company and the Company Subsidiaries, as applicable, in connection with the actions of the Company, the Company Subsidiaries and their respective Representatives contemplated by this Section 6.12, and (ii) acknowledges and agrees that the Company, the Company Subsidiaries or their respective Representatives shall not be required to incur any liability to any person prior to the Effective Time with respect to any actions of the Company, the Company Subsidiaries and their respective Representatives contemplated by this Section 6.12. Parent shall indemnify and hold harmless the Company and the Company Subsidiaries from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the actions contemplated by this Section 6.12, in each case except to the extent such losses, damages, claims, costs or expenses arise from the Company's bad faith or willful misconduct, as finally determined by a court of competent jurisdiction.

Section 6.13. Financing.

(a) To the extent that the Parent does not have cash currently available that is sufficient to enable it to consummate the Merger, Parent shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and procure and have available, as of the Closing, funds sufficient to pay all of the cash amounts required to be provided by Parent for the consummation of the transactions contemplated hereby, including the amounts payable in connection with the consummation of the Mergers, all related fees and expenses required to be paid as of the date of the consummation of the Mergers and the funds to be provided by (or on behalf of) Parent to the Company to enable the Company to fund the repayment or refinancing of the Notes (if elected by Parent) and the Company Credit Agreements. In furtherance of the foregoing, Parent shall use its reasonable best efforts to cause the Financing Sources to comply with their obligations under any applicable debt commitment letters, including the Debt Commitment Letter, or definitive financing agreements and to fund, subject to the satisfaction or waiver of the conditions set forth in the Debt Commitment Letter or other definitive financing agreements, on or before the Closing Date any financing required to consummate the transactions contemplated hereby. Parent shall keep the Company informed when so reasonably requested by the Company and in reasonable detail of the status of its efforts to arrange any financing required in connection with the consummation of the transactions contemplated hereby, including any Debt Financing, and to satisfy the conditions thereof, including advising and updating the Company, in a reasonable level of detail, with respect to any material developments concerning the status of such financing, including any Debt Financing, and the proposed funding date thereunder.

(b) Notwithstanding anything to the contrary contained herein, Parent's obligations hereunder are not subject to any condition regarding Parent's or any of its Affiliates' obtaining funds to consummate the Mergers and the transactions contemplated by this Agreement, including the payment of any fees and expenses and repayment or refinancing of the Notes (if elected by Parent) and the Company Credit Agreements.

Section 6.14. Financing Cooperation.

(a) Prior to the Closing Date and subject to Section 6.14(c), the Company shall provide, and shall use reasonable best efforts to cause its Company Subsidiaries and Representatives to provide, on a timely basis, to Parent all cooperation reasonably requested by Parent that is necessary and customary in connection with the Debt Financing, including the New Notes (as defined in the Debt Commitment Letter), or any replacement, amended, modified or alternative financing elected by Parent and including any financing to refinance (at Parent's option) the Notes (collectively with the Debt Financing, the "Available Financing"). Without limiting the generality of the foregoing, such cooperation and reasonable best efforts for purposes of this Section 6.14(a) in any event shall include to: (i) provide Parent and the Financing Sources and their respective agents with (A) the financial statements and other financial information regarding the Company and the Company Subsidiaries identified in clauses (A) and (B) of clause (iv) (notwithstanding the provisos of clause (iv)) of Exhibit D of the Debt

Commitment Letter (as in effect on the date hereof) and (B) such financial information related to the Company and its Subsidiaries as is reasonably required by Parent for Parent to produce the pro forma financial statements identified in clause (C) of clause (iv) (notwithstanding the provisos of clause (iv)) of Exhibit D of the Debt Commitment Letter as of the date hereof (or any similar pro forma financial statements required in connection with any Available Financing) and specified in writing by Parent to the Company; provided that the Company and the Company Subsidiaries shall have no obligation to prepare or provide any pro forma financial statements or projections (all information required to be delivered pursuant to this clause (i) being referred to as the "Required Information"); (ii) participate (including by making members of senior management with appropriate seniority and expertise, reasonably available to participate alongside senior management of Parent) in customary syndication and marketing activities, including sessions with the ratings agencies, in connection with the Available Financing; (iii) reasonably cooperate with the Financing Sources' and their respective agents' customary due diligence; (iv) reasonably cooperate with the marketing efforts for any portion of the Available Financing, including using its reasonable best efforts to assist the financing sources in involving the Company's existing lending and investment banking relationships in any syndication efforts in connection with the Available Financing; (v) assisting Parent in Parent's preparation of customary bank information memoranda, lender presentations, offering memoranda, private placement memoranda (including under Rule 144A and/or Regulation S under the Securities Act), registration statements, prospectuses and prospectus supplements under the Securities Act and other materials in connection with a syndicated bank financing, securities offering or other debt offering in connection with such Available Financing to the extent relating to the Company and the Company Subsidiaries; (vi) assist Parent with Parent's preparation of pro forma financial statements and pro forma financial information; (vii) instruct its certified independent auditors to provide (x) consent to use of their reports in any materials relating to the Available Financing, including SEC filings and offering memoranda that include or incorporate the Company's consolidated financial information and their reports thereon in accordance with normal customary practice and (y) customary auditors reports and comfort letters (including "negative assurances" comfort) with respect to financial information relating to the Company and the Company Subsidiaries in customary form; (viii) use reasonable best efforts to provide (including using reasonable best efforts to obtain such documents from its advisors) customary certificates and other customary closing documents as may be reasonably requested by Parent or the Financing Sources; (ix) cause the taking of corporate actions within the control of the Company reasonably necessary to permit the completion of the Available Financing; (x) to the extent necessary, use reasonable best efforts to facilitate the pledging of collateral and executing and delivering pledge and security documents (and any other documents or instruments required for the creation and perfection of security interests in the collateral securing the Available Financing) or other definitive financing documents reasonably requested by Parent or the Financing Sources (including guarantees and other deliverables), provided, however, that no obligation of the Company or any of the Company Subsidiaries under any such agreement or instrument under this clause (x) shall be effective until the Closing Date; (xi) so long as such information is reasonably requested by Parent at least 10 Business Days prior to the Closing Date, use reasonable best efforts to provide, at least five (5) Business Days prior to the Closing Date, to the Financing Sources all documentation and other information with respect to the Company and the Company Subsidiaries and reasonably requested by such Financing Sources that such Financing Sources reasonably determine is required by regulatory authorities under

applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act and (xii) provide to Parent such pertinent information reasonably requested by Parent, and update such information, describing the Company or its Subsidiaries to be used in marketing or offering materials prepared in accordance with normal customary practice in connection with the Available Financing such that, after giving effect to such updates, (A) such information, when taken as a whole along with the Company Reports filed by the Company since January 1, 2014 through such date, does not contain as of the time provided, any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made and (B) the financial statements and other financial information included in such updated information and the Required Information are sufficiently current pursuant to Rule 3-12 under Regulation S-X to the extent applicable and permit the Company’s independent auditors to issue a customary comfort letter, including customary “negative assurance” comfort (in accordance with normal practices and procedures).

(b) Parent shall promptly, upon request by the Company, reimburse the Company, the Company Subsidiaries and each of their Affiliates, as applicable, for all out-of-pocket costs and expenses (including attorneys’ fees) incurred by the Company, the Company Subsidiaries or any of their Affiliates, as applicable, in connection with the cooperation of the Company, the Company Subsidiaries and any of their Affiliates, as applicable, contemplated by this Section 6.14. Parent shall indemnify and hold harmless the Company, the Company Subsidiaries and their Affiliates (and its and their Representatives) from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the arrangement of the Debt Financing or Available Financing and any information used in connection therewith, in each case except to the extent such losses, damages, claims, costs or expenses arise from (i) historical information provided by the Company or any Company Subsidiary or (ii) the bad faith or willful misconduct of the Company or any Company Subsidiary, as finally determined by a court of competent jurisdiction.

(c) Notwithstanding anything in this Agreement to the contrary, neither the Company nor any of the Company Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 6.14 that would (i) unreasonably interfere with the business or ongoing operations of the Company and the Company Subsidiaries, (ii) in connection with any Available Financing other than the Debt Financing contemplated by the Debt Commitment Letter (including, for the avoidance of doubt, the New Notes (as defined in the Debt Commitment Letter)) as in effect on the date hereof and referenced in Section 5.14, impose on the Company or any of the Company Subsidiaries or any of its and their officers, directors, employees, accountants, consultants, legal counsel, agents and other Representatives, any meaningfully greater burden, obligation, time commitment or other commitment than those that had already been (or would have been) imposed on them in the context of the Debt Financing contemplated by the Debt Commitment Letter as in effect on the date hereof and referenced in Section 5.14, (iii) cause any representation or warranty in this Agreement to be breached by the Company or any of the Company Subsidiaries, (iv) require the Company or any of the Company Subsidiaries to pay any commitment or other similar fee or incur any other expense, liability or obligation in connection with the Available Financing prior to the Closing or have any obligation of the Company under any agreement, certificate, document or instrument be effective until the Closing, (v) cause any director, officer or employee or stockholder of the Company or any of the

Company Subsidiaries to incur any personal liability, (vi) conflict with the organizational documents of the Company or any of the Company Subsidiaries or any Laws, (vii) reasonably be expected to result in a material violation or breach of, or a default (with or without notice, lapse of time, or both) under, any contract to which the Company or any of the Company Subsidiaries is a party, (viii) provide access to or disclose information that the Company or any of the Company Subsidiaries determines would jeopardize any attorney–client privilege of the Company or any of the Company Subsidiaries, (ix) prepare separate financial statements for any Subsidiary of the Company or change any fiscal period or (x) authorize any corporate action of the Company or any of the Company Subsidiaries that would become effective prior to the Closing.

(d) Parent acknowledges and agrees that, other than out-of-pocket costs and expenses subject to reimbursement pursuant to this Section 6.14, neither the Company nor any of the Company Subsidiaries and Representatives shall have any responsibility for, or incur any liability to, any Person under, any Debt Financing that Parent may raise in connection with the transactions contemplated by this Agreement or any cooperation provided pursuant to this Section 6.14; provided, however, that this Section 6.14(d) is not intended to override or mitigate the Company’s obligations under this Agreement, including without limitation, Section 6.14(a). All non-public or otherwise confidential information regarding the Company or any of the Company Subsidiaries obtained by Parent or its Representatives pursuant to this Section 6.14 shall be kept confidential in accordance with the Confidentiality Agreement.

Section 6.15. Termination of Affiliate Agreements. At or prior to the Effective Time, unless otherwise directed in writing by Parent or provided elsewhere herein, the Company shall terminate, or otherwise amend to exclude the Company and any of the Company Subsidiaries as a party thereto (and terminate all obligations or liabilities of the Company and any of the Company Subsidiaries or their respective officers, directors, employees, agents and other Representatives thereunder), all Affiliate Agreements, and all amounts due and payable thereunder and any and all future obligations owing thereunder shall be cancelled, in each case (a) except for those Affiliate Agreements and amounts due and payable thereunder as of the Effective Time as set forth on Section 6.15 of the Company Disclosure Schedule and (b) those certain provisions of and obligations and liabilities under such Affiliate Agreement that expressly survive such termination by their terms.

Section 6.16. Section 280G. Prior to the Effective Time, the Company shall use its reasonable best efforts to obtain from each “disqualified individual” (within the meaning of Section 280G(c) of the Code and the regulations thereunder) that the Company, in good faith, determines would receive payments and/or benefits that would separately or in the aggregate constitute “excess parachute payments” within the meaning of Section 280G(b)(1) of the Code (“Parachute Payments”), waivers that provide that no Parachute Payments with respect to such “disqualified individual” shall, in the absence of 280G Stockholder Approval (as defined below), be payable to or retained by such “disqualified individual” to the extent such Parachute Payments would not be deductible by reason of the application of Section 280G of the Code or would result in the imposition of the excise tax under Section 4999 of the Code on such “disqualified individual” (the “280G Waivers”). Following the execution of the 280G Waivers, and prior to the Closing Date, the Company shall hold a vote to obtain approval by its stockholders, in accordance with Section 280G(b)(5)(B) of the Code, of the right of any “disqualified individual”

to receive or retain any Parachute Payments (the “280G Stockholder Approval”). The Company shall provide Parent, at least five (5) Business Days prior to submission to the Company’s stockholders, copies of the documents prepared by the Company in connection with this Section 6.16 and the calculations prepared under Section 280G of the Code, upon which the stockholder vote is being sought.

Section 6.17. Non-Consenting Stockholders. The Company shall prepare and mail an appraisal notice as and to the extent required pursuant to Section 262 of the DGCL to any holder of Consolidated Capital Stock that has not consented to or voted for the adoption of this Agreement and the transactions contemplated by this Agreement that complies with applicable Law. The Company shall (a) provide Parent an opportunity to review and comment on such appraisal notice (including the proposed final version of such document) and (b) shall consider in good faith all comments reasonably proposed by Parent.

Section 6.18. Company Qualified Plan Termination. Prior to, but contingent upon the occurrence of, the Closing and effective as of at least one (1) Business Day prior to the Closing Date, the Company shall take all actions as are necessary to terminate the Company Qualified Plans in accordance with their terms and the requirements of applicable Laws and provide Parent with copies of documents effecting such terminations prior to the Closing Date. Parent and its Affiliates and the Company will use reasonable best efforts, upon the request of any Company employee, to facilitate a direct transfer of an eligible rollover distribution (as defined in section 401(a)(31) of the Code), including any portion of such distribution attributable to outstanding promissory notes, from any Company Qualified Plan to a Parent Benefit Plan that is a “qualified plan” within the meaning of Section 401(a) of the Code.

Section 6.19. No Parent Shareholder Approval. Parent shall not take any action which would cause the vote of the holders of any class or series of capital stock or other equity interests of Parent to be necessary to adopt this Agreement or to consummate any of the transaction contemplated by this Agreement, including the issuance of the shares of Parent Common Stock to be issued in the Mergers.

Section 6.20. Parent Representation Letters. Parent will promptly inform Willkie Farr & Gallagher LLP in writing and provide written notice to the Company, in each case, in accordance with Section 9.3 if prior to the Effective Time, it has reason to believe that any of the statements set forth in the form of Parent Representation Letter attached hereto as Exhibit F are or have become untrue or incorrect in any respect or that it will be unable to deliver the Parent Representation Letter at or immediately prior to the Closing.

## ARTICLE VII

### CONDITIONS

Section 7.1. Conditions to Each Party’s Obligation to Effect the Mergers. The obligations of the Company and SCCII, on the one hand, and Parent and the Merger Subs, on the other hand, to consummate the Mergers are subject to the satisfaction (or waiver by the Company, Parent and the Merger Subs, if permissible under applicable Law) of the following conditions:

- (a) the Required Stockholder Approval shall have been obtained;

(b) no Governmental Entity having jurisdiction over the Company, Parent or any Merger Sub shall have enacted, issued, promulgated, enforced or entered any Law then in effect or issued an order, decree or ruling or taken any other material action, enjoining or otherwise prohibiting consummation of any of the Mergers substantially on the terms contemplated by this Agreement, in each case whether temporary, preliminary or permanent; provided that any Law, order, decree or ruling with respect to foreign Antitrust Laws other than those set forth on Section 7.1(c) of the Company Disclosure Schedule shall be disregarded for purposes of this Section 7.1(b);

(c) the waiting period (and any extensions thereof) applicable to the consummation of the Mergers under the HSR Act shall have expired or otherwise been terminated, and the Foreign Antitrust Approvals set forth on Section 7.1(c) of the Company Disclosure Schedule shall have been obtained, and (ii) the Regulatory Approvals shall have been received or obtained by the applicable Person; provided, that this condition will be deemed to be satisfied with respect to the required FINRA approval if, prior to the end of the 30-day period after the initial FINRA filing is submitted (or, if such filing is rejected pursuant to NASD Rule 1017(d), prior to the end of the 30-day period after an amended filing is accepted by FINRA), FINRA has not directed the parties not to complete the sale of the Company Broker-Dealer (or, if such a direction is issued, it no longer is in effect);

(d) the Form S-4 shall have been declared effective by the SEC under the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or threatened in writing by the SEC, and the Consent Solicitation Statement/Prospectus contained therein shall have been sent to the holders of Consolidated Capital Stock not less than the period prior to the Effective Time required by General Instruction A.2 to Form S-4; and

(e) the Parent Common Stock issuable in the Mergers shall have been authorized for listing on the NYSE upon official notice of issuance.

Section 7.2. Conditions to the Obligations of Parent and the Merger Subs. The obligations of Parent and the Merger Subs to consummate the Mergers are subject to the satisfaction (or waiver by Parent and the Merger Subs) of the following further conditions:

(a) each of the representations and warranties of the Company (i) set forth in Section 4.2(a), Section 4.2(b), Section 4.2(f), Section 4.2(i), and Sections 4.3(a)–(c), shall be true and accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period) and (ii) set forth in this Agreement, other than those Sections specifically identified in clause (i) of this Section 7.2(a), shall be true and correct as of the date of this Agreement and as of the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with



respect to such specific period), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to Company Material Adverse Effect, “materiality” or “material adverse effect” set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect;

(b) the Company shall have performed in all material respects its obligations hereunder required to be performed by it at or prior to the Closing;

(c) Willkie Farr & Gallagher LLP shall not have been informed in writing in accordance with Section 9.3 by any Person who signed the Company Representation Letter or a Sponsor Representation Letter that any of the statements made in the letter signed by such Person are or have become untrue or incorrect in any respect; provided, however, that this condition will be deemed satisfied with respect to the Parent Related Representations in the event that at or immediately prior to the Closing, Parent does not execute and deliver to Willkie Farr & Gallagher LLP (with a copy to the Company) the Parent Representation Letter;

(d) Since December 31, 2014 there shall not (i) have occurred or come into existence and (ii) be continuing a Company Material Adverse Effect; and

(e) Parent shall have received a certificate signed by an authorized officer of the Company, dated as of the Closing Date, to the effect that, to the knowledge of such officer, the conditions set forth in Section 7.2(a), Section 7.2(b) and Section 7.2(d) have been satisfied.

Section 7.3. Conditions to the Obligations of the Company. The obligations of the Company and SCCII to consummate the Mergers are subject to the satisfaction (or waiver by the Company) of the following further conditions:

(a) each of the representations and warranties of Parent and the Merger Subs, (i) set forth in Section 5.2(a), Section 5.2(b) and Sections 5.3(a)–(c) shall be true and accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period) and (ii) set forth in this Agreement, other than those Sections specifically identified in clause (i) of this Section 7.3(a), shall be true and correct as of the date of this Agreement and as of the Closing Date (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to Parent Material Adverse Effect, “materiality” or “material adverse effect” set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect;

(b) each of Parent and each Merger Sub shall have performed in all material respects all of the respective obligations hereunder required to be performed by Parent or such Merger Sub, as the case may be, at or prior to the Closing; and

(c) Since December 31, 2014 there shall not (i) have occurred or come into existence and (ii) be continuing a Parent Material Adverse Effect; and

(d) the Company shall have received a certificate signed by an authorized officer of Parent, dated as of the Closing Date, to the effect that, to the knowledge of such officer, the conditions set forth in Section 7.3(a), Section 7.3(b) and Section 7.3(c) have been satisfied.

Section 7.4. Frustration of Closing Conditions. None of the Company, Parent or any Merger Sub may rely, either as a basis for not consummating the Mergers or the other transactions contemplated by this Agreement or terminating this Agreement and abandoning the Mergers and the other transactions contemplated hereby, on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was caused by a material breach of this Agreement by such party, or in the case of Parent or any Merger Sub, by either Parent or any Merger Sub.

## ARTICLE VIII

### TERMINATION

Section 8.1. Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Mergers contemplated herein may be abandoned at any time prior to the Effective Time, whether before or after the Required Stockholder Approval:

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

(b) by either the Company or Parent:

(i) if the Mergers shall not have occurred on or prior to June 30, 2016 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to any party whose material breach of this Agreement has been the cause of, or resulted in, the failure of the Mergers to occur on or prior to such date; or

(ii) if any Governmental Entity having jurisdiction over the Company, Parent or any Merger Sub shall have issued an order, decree or ruling or taken any other action, in each case, such that the condition set forth in Section 7.1(b) would not be satisfied, and such order, decree, ruling or other action shall have become final and non-appealable, unless the party seeking to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not have complied with its obligations under Section 6.8; or

(c) by the Company if (i) the Company is not in material breach of any of its obligations hereunder and (ii) either (A) Parent or the Merger Subs fail to complete the transactions contemplated hereby when required to in accordance with Section 2.2 or (B) Parent or any Merger Sub is otherwise in breach of any of its respective representations, warranties or obligations hereunder that would render any condition set forth in Section 7.1, Section 7.3(a) or Section 7.3(b) not to be satisfied, and, in the case of this clause (B) only, such breach

is either (1) not capable of being cured prior to the Termination Date or (2) if curable, is not cured within the earlier of (I) twenty (20) Business Days after the giving of written notice by the Company to Parent and (II) three (3) Business Days prior to the Termination Date; or

(d) by Parent:

(i) if (A) none of Parent or any Merger Sub is in material breach of any of their respective obligations hereunder and (B) the Company is in material breach of any of its representations, warranties or obligations hereunder that would render any condition set forth in Section 7.1, Section 7.2(a) or Section 7.2(b) not to be satisfied, and such breach is either (1) not capable of being cured prior to the Termination Date or (2) if curable, is not cured within the earlier of (I) twenty (20) Business Days after the giving of written notice by Parent to the Company and (II) three (3) Business Days prior to the Termination Date; or

(ii) if stockholders of the Company representing at least eighty-four percent (84%) of each of the outstanding Class L Common Stock, Class A Common Stock SCCII Preferred Stock do not enter into Support and Standstill Agreements substantially in the form attached as Exhibit C hereto ("Support and Standstill Agreements") within 24 hours following the date hereof; or

(iii) if the Required Stockholder Approval shall not have been obtained by the 25th Business Day following the effectiveness of the Form S-4 (provided that the Form S-4 continues to be effective throughout such 25-Business Day period).

Section 8.2. Effect of Termination. In the event of the termination of this Agreement in accordance with Section 8.1, written notice thereof shall forthwith be given to the other party or parties specifying the provision hereof pursuant to which such termination is made (other than in the case of termination pursuant to Section 8.1(a)), and this Agreement shall forthwith become null and void, and there shall be no damages or liability on the part of Parent, any Merger Sub, the Company or SCCII or their respective directors, officers, employees, stockholders, Representatives, agents or advisors other than, with respect to Parent, the Merger Subs, the Company and SCCII, the obligations pursuant to the Confidentiality Agreement, this Section 8.2, Article IX, Section 6.12(c), Section 6.14(b) and the last sentence of Section 6.2. In the event of the termination of this Agreement in accordance with Section 8.1, nothing contained in this Section 8.2 shall relieve Parent, any Merger Sub, the Company or SCCII of any liability for damages (which the parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, and in the case of any damages sought by the Company or SCCII from Parent or the Merger Subs, including for any Willful Breach, such damages can be based on the actual and/or potential damages incurred by the Company's and/or SCCII's stockholders and/or the holders of the Company Stock Options, Company Restricted Stock Units and Company Appreciation Units, as applicable, in the event such stockholders or holders of Company Equity Awards would not receive the benefit of the bargain negotiated by the Company and SCCII on their behalf as set forth in this Agreement, taking into consideration relevant matters including other combination or other opportunities and the time value of money) resulting from Fraud or Willful Breach prior to such termination by any party hereto. The parties hereto acknowledge and agree that nothing in this Section 8.2 shall be deemed to affect their right to specific performance under Section 9.11.

**ARTICLE IX**

**MISCELLANEOUS**

Section 9.1. Amendment and Modification. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after receipt of the Required Stockholder Approval contemplated hereby, by written agreement signed by each of the parties hereto, by action taken by each of their respective boards of directors (or individuals holding similar positions, in the case of a party that is not a corporation), at any time prior to the Closing Date with respect to any of the terms contained herein; provided, however, that after receipt of the Required Stockholder Approval, no such amendment, modification or supplement shall reduce or change the Per Share Merger Consideration or adversely affect the rights of the Company's or SCCII's stockholders, as applicable, hereunder without re-obtaining the applicable component of the Required Stockholder Approval; provided further that no amendment, modification or supplement shall be made to this Agreement that would adversely affect the rights of the Financing Sources as set forth in Sections 9.1, 9.6, 9.8, 9.9, 9.11, 9.12, 9.17 or 9.18 (and in each case any related definitions to the extent a modification, waiver or termination of such definitions would modify the substance of any of the foregoing provisions) without the prior written consent of the Financing Sources.

Section 9.2. Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 9.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

Section 9.3. Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (a) if to Parent or any Merger Sub, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates, Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a copy to:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Robert S. Rachofsky  
Adam M. Turteltaub  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

(b) if to the Company or SCCII, to:

SunGard  
680 East Swedesford Road  
Wayne, PA 19087  
Attention: Charles Neral  
Victoria Silbey  
Email: Charles.Neral@sungard.com; victoria.silbey@sungard.com

with a copy to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attention: William R. Dougherty  
Elizabeth A. Cooper  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 9.3; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 9.3 shall not be deemed to have been received until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 9.3. Nothing in this Section 9.3 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

Section 9.4. Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement and the headings to sections of the Company Disclosure Schedule or Parent Disclosure Schedule are for convenience only and shall not be deemed part of this Agreement (including, the Company Disclosure Schedule or the Parent Disclosure Schedule) or be given any effect in interpreting this Agreement (including the Company Disclosure Schedule or the Parent Disclosure Schedule).

Section 9.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 9.6. Entire Agreement; Third-Party Beneficiaries. This Agreement (including the Company Disclosure Schedule, Parent Disclosure Schedule and the exhibits and instruments referred to herein), that certain Common Interest and Information Sharing Agreement, dated August 2, 2015, that certain agreement reached on July 21, 2015 with respect to joint defense, and the Confidentiality Agreement (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and (b) except for (i) the rights of the Company's stockholders and SCCII's stockholders to receive the Per Share Merger Consideration and the rights of the holders of the Company Stock Options, Company Restricted Stock Units and Company Appreciation Units to receive the Per Share Merger Consideration and the Converted RSUs, as the case may be, following the Effective Time in accordance with Article III, (ii) as provided in Section 6.6 (which is intended for the benefit of the Company's former and current officers and directors and other indemnitees, all of whom shall be third-party beneficiaries of these provisions), (iii) as provided in Section 6.12(c) and Section 6.14(b) (which is intended for the benefit of Affiliates of the Company and the Company Subsidiaries (in addition to the Company and the Company Subsidiaries), all of whom shall be third-party beneficiaries of these provisions) and (iv) as provided in Sections 9.1, 9.6, 9.8, 9.9, 9.11, 9.12, 9.17 and 9.18, the Financing Sources shall be third-party beneficiaries of these provisions, are not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

Section 9.7. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 9.8. Governing Law. This Agreement and all litigation, claims, actions, suits, hearings or proceedings (whether civil, criminal or administrative and whether based on contract, tort or otherwise), directly or indirectly, arising out of or relating to this Agreement, any of the transactions contemplated by this Agreement or the actions of Parent, any Merger Sub, the Company or SCCII in the negotiation, administration, performance and enforcement hereof or thereof, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 9.9. Jurisdiction. Each of the parties hereto hereby (a) expressly and irrevocably submits to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware (provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, the personal jurisdiction of any United States federal court located in the State of Delaware or any other Delaware state court) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from

any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware (provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, such action may be brought any United States federal court located in the State of Delaware or any other Delaware state court); provided that each of the parties shall have the right to bring any action or proceeding for enforcement of a judgment entered by any United States federal court located in the State of Delaware or any Delaware state court in any other court or jurisdiction. Notwithstanding anything herein to the contrary, each of the parties hereto acknowledge and irrevocably agree (i) that any Action, whether in law or in equity, whether in contract or in tort or otherwise, involving the Financing Sources arising out of, or relating to, the transactions contemplated hereby, the Debt Commitment Letter, the Debt Financing, the Available Financing or the performance of services thereunder or related thereto shall be subject to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, New York, New York, and any appellate court thereof and each party hereto submits for itself and its property with respect to any such Action to the exclusive jurisdiction of such court, (ii) not to bring or permit any of their Affiliates to bring or support anyone else in bringing any such Action in any other court, (iii) that service of process, summons, notice or document by registered mail addressed to them at their respective addresses provided in Section 9.10 shall be effective service of process against them for any such Action brought in any such court, (iv) to waive and hereby waive, to the fullest extent permitted by law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court, (v) to waive and hereby waive any right to trial by jury in respect of any such Action, (vi) that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, (vii) that any such Action shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State and (viii) that the Financing Sources are express third party beneficiaries of, and may enforce, any provisions in this Agreement reflecting the foregoing agreements. As used in this Section 9.9, "Action" means any lawsuit, claim, complaint, action, formal investigation or proceeding before or by any Governmental Entity.

Section 9.10. Service of Process. Each party irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 9.9 in any such action or proceeding by mailing copies thereof by registered United States mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to Section 9.3. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

Section 9.11. Specific Performance. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder, including its failure to take all actions as are necessary on its part to consummate the Mergers will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof (including the parties' obligations to consummate the Mergers, and Parent's obligation to pay, and the right to receive the applicable Per Share Merger

Consideration by the stockholders of the Company and SCCII and the holders of Vested Equity Awards) and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity. In no event shall the Company or any of its Affiliates be entitled to seek the remedy of specific performance of this Agreement against the Financing Sources.

Section 9.12. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise), other than by Parent or any of its Subsidiaries following the Closing, without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 9.12 shall be void.

Section 9.13. Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with the Mergers, this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Mergers or any of the other transactions contemplated hereby is consummated.

Section 9.14. Transfer Taxes. Any and all transfer, sales, use, excise, goods and services, health services, conveyance, recording or any other similar fees or taxes (including, without limitation, title recording or filing fees, mutation taxes and other amounts payable in respect of transfer filings), and all documentary or other stamp taxes, arising out of or related to the transactions contemplated by this Agreement shall be borne by Parent. For the avoidance of doubt, any stamp or transfer taxes payable to the State of New York or New York City shall be paid by Parent and Parent shall be entitled to any rebates or refunds of such State of New York or New York City stamp or transfer taxes.

Section 9.15. Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

Section 9.16. Waivers. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 9.17. WAIVER OF JURY TRIAL. EACH OF PARENT, EACH MERGER SUB, THE COMPANY AND SCCII HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT, ANY MERGER SUB, THE COMPANY OR SCCII IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF OR DISPUTES AGAINST ANY FINANCING SOURCE.



Section 9.18. No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or Affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party. None of the Financing Sources will have any liability to the Company or its Affiliates relating to or arising out of this Agreement, the Debt Financing or other Available Financing, whether at law or equity, in contract, in tort or otherwise, and neither the Company nor any of its Affiliates will have any rights or claims against any of the Financing Sources.

Section 9.19. Release. Effective upon the Closing, Parent, on its own behalf and on behalf of the Surviving Company and each of the Company Subsidiaries (each of the foregoing, a “Releasing Party”), hereby releases and forever discharges each stockholder of the Company and SCCII who is party to the Support and Standstill Agreement or who delivers a Letter of Transmittal containing a release of Parent and its Affiliates (including the Company and Company Subsidiaries), and each of the equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of such stockholders (each of the foregoing, a “Released Party”), from any and all claims, rights, obligations, debts, liabilities, actions or causes of action of every kind and nature, whether foreseen or unforeseen, contingent or actual, and whether now known or hereafter discovered, which any of the Releasing Parties had, now has or may in the future have, at law or in equity, against any Released Party in any way arising out of, in connection with, pertaining to or by reason of (a) their respective status as such (or as a director of the Company or any Company Subsidiary or a fiduciary of any employee benefit plan of the Company or of any of its present or former Subsidiaries) or (b) any acts or omissions, or alleged acts or omissions, by any of them in their respective capacities as such, which acts or omissions existed or occurred at or prior to the Closing (each, a “Released Claim”); provided, however, that the Releasing Parties expressly do not release their rights and interests (i) under (A) this Agreement, the Support and Standstill Agreement or the Registration Rights Agreement or (B) the Confidentiality Agreement, (ii) with respect to claims, actions, causes of action or any liabilities that arise as a result of Fraud, intentional misrepresentation, willful misconduct or criminal act by the Released Party or (iii) with respect to any claim of, or liability to, the Company or any Company Subsidiary (or any successor thereof) against any Released Party to the extent resulting from the Released

Party's status as an employee of the Company or any Company Subsidiary. Each of Parent and each Merger Sub covenants and agrees that it will honor such release and will not, and will cause the Surviving Company and its Subsidiaries not to, take any action inconsistent therewith (including commencing any litigation with respect to, or directly or indirectly transferring to another Person, any Released Claim). This Section 9.19 shall survive the Closing, is intended for the benefit of and may be enforced directly by each of the Released Parties, and shall be binding on all successors and permitted assigns of Parent and the Surviving Company.

Section 9.20. Attorney-Client Privilege. Parent waives and shall not assert, and agrees after the Closing to cause the Company and its Affiliates to waive and to not assert, any attorney-client privilege with respect to any communication between any Simpson Thacher & Bartlett LLP ("ST&B") and any stockholder of the Company who enters into a Support and Standstill Agreement or the Company or any Company Subsidiary made in connection with the negotiation, preparation, execution, delivery or performance of a Support and Standstill Agreement or the Registration Rights Agreement, it being the intention of the Parties that all rights to such attorney-client privilege and to control such attorney-client privilege shall be retained by such stockholders (and, if requested by Parent, may be waived on behalf of all such stockholders by the stockholders set forth on Section 9.20 of the Company Disclosure Schedule); provided that communications between ST&B and the Company or any Company Subsidiary that do not pertain to the negotiation, preparation, execution, delivery or performance of such shall pass to the Company, the Company Subsidiaries and Parent.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Company, SCCII, Parent and each Merger Sub have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

**SUNGARD**

By: /s/ Russell P. Fradin  
Name: Russell P. Fradin  
Title: President and Chief Executive Officer

**SUNGARD CAPITAL CORP. II**

By: /s/ Russell P. Fradin  
Name: Russell P. Fradin  
Title: President and Chief Executive Officer

*[Signature Page to Merger Agreement]*

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary A. Norcross

Name: Gary A. Norcross

Title: President and Chief Executive Officer

**SEAHAWK MERGER SUB 1, INC.**

By: /s/ Gary A. Norcross

Name: Gary A. Norcross

Title: President and Chief Executive Officer

**SEAHAWK MERGER SUB, LLC**

By: /s/ Gary A. Norcross

Name: Gary A. Norcross

Title: President and Chief Executive Officer

**SEAHAWK MERGER SUB 3, INC.**

By: /s/ Gary A. Norcross

Name: Gary A. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Merger Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.



## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Bain Capital, LLC  
John Hancock Tower  
200 Clarendon Street  
Boston, Massachusetts 02116  
Attention: Ian Loring  
E-mail: iloring@baincapital.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other



details specified in or pursuant to this Section 11.6 shall not be deemed to have been received until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of Bain Capital, LLC or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**BAIN CAPITAL INTEGRAL INVESTORS, LLC**

By: Bain Capital Investors, LLC,  
its administrative member

By: \_\_\_\_\_ \*

Name: Ian K. Loring  
Title: Managing Director

**BCIP TCV, LLC**

By: Bain Capital Investors, LLC,  
its administrative member

By: \_\_\_\_\_ \*

Name: Ian K. Loring  
Title: Managing Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Ian K. Loring

Name: Ian K. Loring

*[Signature page to Support and Standstill Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,



information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.



11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Blackstone Management Partners IV L.L.C.  
345 Park Avenue, 31st Floor  
New York, NY 10154  
Attention: David Johnson  
E-mail: dave.johnson@blackstone.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 11.6 shall not be deemed to have been received

until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of The Blackstone Group L.P. or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**BLACKSTONE CAPITAL PARTNERS IV L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE CAPITAL PARTNERS IV-A L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE FAMILY INVESTMENT PARTNERSHIP IV-A L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE PARTICIPATION PARTNERSHIP IV L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE GT COMMUNICATIONS PARTNERS L.P.**

By: Blackstone Communications Management Associates I L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE FAMILY COMMUNICATIONS PARTNERSHIP L.P.**

By: Blackstone Communications Management Associates I L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ David L. Johnson  
Name: David L. Johnson

*[Signature page to Support and Standstill Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.



“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or



Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Goldman, Sachs & Co  
200 West Street  
New York, New York 10282  
Attention: Sanjeev Mehra  
E-mail: sanjeev.mehra@gs.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 11.6 shall not be deemed to have been received

until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, (A) none of the provisions of this Agreement shall in any way limit the activities of Goldman, Sachs & Co. and its affiliates (other than the Stockholders party to this Agreement) relating to, and (B) Goldman, Sachs & Co. and its affiliates (other than the Stockholders party to this Agreement) may engage in, any brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities and for the avoidance of doubt, any Parent Common Stock acquired by Goldman, Sachs & Co. and its affiliates (other than the Stockholders party to this Agreement) after the date hereof in connection with any of the foregoing activities shall not be deemed to be subject to the terms of this Agreement.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**GS CAPITAL PARTNERS 2000, L.P.**

By: GS Advisors 2000, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS 2000 EMPLOYEE FUND, L.P.**

By: GS Employee Funds 2000 GP, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS 2000 OFFSHORE, L.P.**

By: GS Advisors 2000, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GOLDMAN SACHS DIRECT INVESTMENT FUND 2000, L.P.**

By: GS Employee Funds 2000 GP, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS V OFFSHORE FUND, L.P.**

By: GSCP V Offshore Advisors, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V FUND, L.P.**

By: GSCP V Advisors, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V INSTITUTIONAL, L.P.**

By: GS Advisors V, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V GMBH & CO. KG**

By: GS Advisors V L.L.C.,  
its Managing Limited Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS 2000 GMBH & CO. BETEILIGUNGS  
KG**

By: Goldman, Sachs Management GP GmbH, its General Partner

By: /s/ Michael Schramm  
Name: Michael Schramm  
Title: Managing Director

By: /s/ Dr. Arne Lawall  
Name: Dr. Arne Lawall  
Title: Executive Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Sanjeev Mehra  
Name: Sanjeev Mehra

*[Signature page to Support and Standstill Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.



“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)



under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Kohlberg Kravis Roberts & Co L.P.  
9 West 57th Street, Suite 4200  
New York, NY 10019  
Attention: David Sorkin  
E-mail: david.sorkin@kkcr.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 11.6 shall not be deemed to have been received

until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of Kohlberg Kravis Roberts & Co L.P. or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**KKR MILLENNIUM FUND L.P.**

By: KKR Associates Millennium L.P.,  
its General Partner

By: KKR Millennium GP LLC,  
its General Partner

By: \_\_\_\_\_ \*  
Name: William J. Janetschek  
Title: Chief Financial Officer

**KKR PARTNERS III, L.P.**

By: KKR GP III LLC,  
its General Partner

By: \_\_\_\_\_ \*  
Name: William J. Janetschek  
Title: Chief Financial Officer

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ William J. Janetschek  
Name: William J. Janetschek

*[Signature page to Support and Standstill Agreement]*



**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.



6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 **Notices.** All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Providence Equity L.L.C.  
9 West 57th Street  
Suite 4700  
New York, NY 10019  
Attention: R. Davis Noell  
E-mail: D.Noell@provequity.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this [Section 11.6](#); provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other

details specified in or pursuant to this Section 11.6 shall not be deemed to have been received until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of Providence Equity L.L.C. or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Support and Standstill Agreement]*



In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**PROVIDENCE EQUITY PARTNERS V LP**

By: Providence Equity GP V LP,  
its General Partner  
By: Providence Equity Partners V L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: R. Davis Noell  
Title: Authorized Signatory

**PROVIDENCE EQUITY PARTNERS V-A LP**

By: Providence Equity GP V LP,  
its General Partner  
By: Providence Equity Partners V L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: R. Davis Noell  
Title: Authorized Signatory

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ R. Davis Noell  
Name: R. Davis Noell

*[Signature page to Support and Standstill Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as

amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public



offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o Silver Lake Partners  
9 West 57th Street, 32nd Floor  
New York, NY 10019  
Attention: Andrew J. Schader  
E-mail: Andy.Schader@SilverLake.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 11.6 shall not be deemed to have been received

until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or

affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of Silver Lake Group, L.L.C. or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]



In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**SILVER LAKE PARTNERS II, L.P.**

By: Silver Lake Technology Associates II, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*

Name: Greg Mondre  
Title: Managing Director

**SILVER LAKE TECHNOLOGY INVESTORS II, L.P.**

By: Silver Lake Technology Associates II, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*

Name: Greg Mondre  
Title: Managing Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Greg Mondre  
Name: Greg Mondre

*[Signature page to Support and Standstill Agreement]*

**SUPPORT AND STANDSTILL AGREEMENT**

This Support and Standstill Agreement (this "Agreement") is made and entered into as of August 12, 2015, by and among Fidelity National Information Services, Inc., a Georgia corporation ("Parent"), and the other Persons whose names appear on the signature pages hereto (each such Person, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**RECITALS**

A. On August 12, 2015, SunGard, a Delaware corporation (the "Company"), Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3 and SCCII entered into an Agreement and Plan of Merger (the "Merger Agreement") that, among other things, provides for the merger of Merger Sub 1 with and into the Company, the merger of Merger 1 Surviving Corporation with and into Merger Sub 2, the merger of Merger Sub 3 with and into SCCII and the merger of Merger 2 Surviving Corporation with and into Merger Sub 2 (collectively the "Mergers").

B. The Stockholders agree to enter into this Agreement with respect to (x) all Class A Common Stock of the Company, par value \$0.001 per share, and Class L Common Stock of the Company, par value \$0.001 per share (collectively, the "Company Common Stock") and all 11.5% Cumulative Preferred Stock, par value \$0.001 per share (the "SCCII Preferred Stock") of SCCII that the Stockholders now or hereafter own, beneficially (as defined in Rule 13d-3 under the Securities Exchange Act) or of record and (y) from and after the Effective Time, all Voting Stock (as defined below) that each Stockholder owns, beneficially or of record, or thereafter acquires.

C. The Stockholders are the owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock and SCCII Preferred Stock as are indicated opposite each of their names on Schedule A attached hereto.

D. Substantially concurrently herewith, certain other stockholders of the Company and SCCII have entered into Support and Standstill Agreements with Parent in the form hereof (the "Other Stockholders")

E. Each of Parent and the Stockholders has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

“13D Group” shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) which would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the SEC as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned (within the meaning set forth in Rule 13d-3 or Rule 13d-5(b)(i) of the rules and regulations promulgated under the Exchange Act) Voting Stock representing more than 5% of any class of Voting Stock then outstanding.

“Beneficially Own”, “Beneficial Owner” or “Beneficial Ownership” shall have the meaning (or the correlative meaning, as applicable) set forth in Rule 13d-3 and Rule 13d-5(b)(i) of the rules and regulations promulgated under the Securities Exchange Act.

“Expiration Time” shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof.

“Final Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the one hundred eighty (180) day anniversary of the Effective Time.

“Initial Lock-Up Period” shall mean the period from the Effective Time to the date that is one day past the ninety (90) day anniversary of the Effective Time.

“Permissible Group Activities” shall mean forming, joining or in any way participating in a 13D Group (a) solely between or among the Stockholders and/or any of the Other Stockholders, but solely, in respect of the disposition of their respective Voting Stock, or (b) between or among the Stockholders and their affiliates who have executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder, solely in respect of Voting Stock acquired by such Stockholders and such affiliates as consideration pursuant to the Merger Agreement.

“Seahawk Securities” means, collectively, any Company Common Stock or SCCII Preferred Stock, any securities convertible into or exchangeable for any of the foregoing, or any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any party hereto.

“SEC” means the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Standstill Period” shall mean the period beginning at the Effective Time and ending on the date when the Stockholders party to this Agreement no longer Beneficially Own an aggregate of at least 0.5% of the Voting Stock of Parent.

“Transfer” shall mean any direct or indirect sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, or entry into any Contract with respect to any sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer, excluding (a) entry into this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby and (b) any transfer which may otherwise be deemed to have occurred as a result of Permissible Group Activities.

“Voting Stock” shall mean shares of the common stock, par value \$0.01, of Parent (“Parent Common Stock”) and any other securities of Parent having the ordinary power to vote in the election of members of the Board of Directors of Parent.

## 2. Agreement to Retain the Company Common Stock and the SCCII Preferred Stock.

2.1 No Transfer of Seahawk Securities. Until the Expiration Time, each Stockholder agrees not to (a) Transfer any Seahawk Securities or (b) deposit any Seahawk Securities into a voting trust or enter into a voting agreement with respect to Seahawk Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement); provided that any Stockholder may Transfer any such Seahawk Securities to any other Stockholder or any affiliate of any such Stockholders if the transferee of such Seahawk Securities evidences in a writing reasonably satisfactory to Parent such transferee’s agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder.

2.2 Additional Purchases. Until the Expiration Time, each Stockholder agrees that any Seahawk Securities that such Stockholder purchases or otherwise hereinafter acquires or with respect to which such Stockholder otherwise acquires sole or shared voting power (other than by virtue of Permissible Group Activities) after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Stockholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Seahawk Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

## 3. Agreement to Consent and Approve.

3.1 Following the date hereof, Parent intends to file with the SEC a registration statement on Form S-4 in connection with the issuance of the shares of Parent Common Stock in the Merger (the “Form S-4”). Hereafter until the Expiration Time, each Stockholder agrees that except as otherwise agreed with Parent, promptly following the Form S-4 being declared effective by the SEC and receipt by such Stockholder of the proxy statement,

information statement, consent solicitation statement or similar document of the Company with respect to the solicitation of consents from the Company's stockholders with respect to the Required Stockholder Approval included as a prospectus/consent solicitation in the Form S-4 (the "Company Statement"), such Stockholder shall execute and deliver a written consent adopting the Merger Agreement and approving the Mergers for purposes of Delaware Law, the Company Charter and as required under the Company Principal Investor Agreement or otherwise to achieve the Required Stockholder Approval, substantially in the form attached hereto as Exhibit A, and that it will thereafter not revoke, withdraw or repudiate such written consent. Such written consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable. Hereafter until the Expiration Time, no Stockholder shall enter into any tender, voting or other agreement, or grant a proxy or power of attorney, with respect to the Seahawk Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Seahawk Securities that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby, including the receipt of the Required Stockholder Approval and the consummation of the Mergers.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote of the holders of the outstanding shares of Company Common Stock to adopt the Merger Agreement or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, the Mergers or the other transactions contemplated by the Merger Agreement or as required under the Company Principal Investor Agreement is sought, each Stockholder shall vote (or cause to be voted) all shares of Company Common Stock currently or hereinafter owned by such Stockholder in favor of the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which any Stockholder's vote, consent or other approval (including by written consent) is sought, each Stockholder shall vote (or cause to be voted) all Seahawk Securities (to the extent such Seahawk Securities are then entitled to vote thereon), currently or hereinafter owned by such Stockholder against and withhold consent with respect to any merger agreement or merger (other than the Merger Agreement and the Mergers), consolidation, combination, sale of all or substantially all of the assets, tender offer, exchange offer, reorganization, recapitalization, dissolution, liquidation or winding up of, by or involving the Company, SCCII or any of the Company Subsidiaries. No Stockholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Agreement Not to Exercise Appraisal Rights; Litigation. The Stockholders shall not exercise, and hereby irrevocably and unconditionally waive, any statutory rights (including under Section 262 of the DGCL) to demand appraisal of any Seahawk Securities that may arise in connection with the Mergers or the Merger Agreement. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Merger Sub 1, Merger Sub 2, Merger Sub 3, SCCII or the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Merger Agreement.

## 5. Standstill and Additional Post-Effective Time Covenants.

5.1 Standstill. During the Standstill Period, each Stockholder agrees that it will not, without the prior written consent of Parent, directly or indirectly:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise (but excluding any action by Parent such as a stock dividend, stock split or subdivision of Voting Stock or any acquisition as a result of any Permissible Group Activities), (i) in the case of such Stockholder, Beneficial Ownership of any Voting Stock of Parent other than such Voting Stock of Parent received by it or another Stockholder as consideration pursuant to the terms of the Merger Agreement, and (ii) in the case of any such Stockholder, Beneficial Ownership of any Voting Stock of Parent if after giving effect to such acquisition such Stockholder would Beneficially Own more than 5% of the outstanding shares of Voting Stock of Parent;

(b) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies” to vote (as such terms are used in the rules of the Securities Exchange Commission), or seek to advise or influence any Person with respect to the voting of any Voting Stock of Parent;

(c) separately or in conjunction with any other Person in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, submit a proposal for or offer of (with or without conditions) (including to the Board of Directors of Parent), any Extraordinary Transaction. “Extraordinary Transaction” means any of the following involving Parent or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of Parent or any of its Subsidiaries: any tender offer or exchange offer, merger, acquisition, business combination, reorganization, restructuring, recapitalization, sale or acquisition of, or joint venture or other partnership with respect to, material assets, or the liquidation or dissolution of Parent;

(d) form, join or in any way participate in a 13D Group (other than any Permissible Group Activities);

(e) present at any annual meeting or any special meeting of Parent’s stockholders or through action by written consent any proposal for consideration for action by stockholders or propose any nominee for election to the Board or seek the removal of any member of the Board;

(f) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in Parent’s proxy card for an annual meeting or a special meeting) or deposit any of the Voting Stock (or any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock) held by such Stockholder in a voting trust or subject them to a voting agreement or other arrangement of similar effect;

(g) issue, or cause to be issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the Securities and Exchange Commission or any other governmental agency) in support of or against any solicitation described in clause (b) above;

(h) make any request or investigate under Sections 14-2-1602, 14-2-1603 and 14-2-720 of the Georgia Business Corporation Code; or

(i) request Parent or any of its representatives, directly or indirectly, to amend or waive any provision of this Section 5.1; provided that any Stockholder may confidentially request Parent to amend or waive any provision of this Section 5.1 in a manner that would not be reasonably likely to require public disclosure by Parent or such Stockholder.

5.2 [Reserved].

5.3 Release. Effective as of the Effective Time, each Stockholder, on behalf of itself and its successors, assigns, heirs and beneficiaries and, to the extent acting in a representative capacity, such Persons' creditors, representatives, agents, affiliates and attorneys of any of them (collectively, the "Releasing Parties"), hereby fully and finally releases, acquits and forever discharges Parent, the Merger Subs, the Company and each of their respective Subsidiaries, and each of their respective direct or indirect directors, officers, employees, partners, equityholders, members, affiliates, financial advisors, attorneys, accountants, consultants, agents, representatives and predecessors (collectively, the "Released Parties"), from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, claims, counterclaims, demands, liabilities, obligations, damages, costs, expenses, compensation and other relief of every kind and nature whatsoever, at law or in equity, whether known or unknown, in each case, which exist at the Effective Time ("Claims"), which such Releasing Parties, or any of them, had, has, or may have arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising out of or relating to or accruing from (x) their ownership of equity securities of the Company or any of its Subsidiaries or (y) the Amended and Restated Management Agreement, dated March 31, 2014, by and among SDS, the Company, SCCII, SunGard Holding Corp., SunGard Holdco LLC, Bain Capital Partners, LLC, Blackstone Communications Advisors I LLC, Blackstone Management Partners IV L.L.C., Goldman, Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners L.L.C., Silver Lake Management Company, L.L.C. and TPG GenPar IV, L.P. and any other Affiliate Agreement terminated pursuant to Section 6.15 of the Merger Agreement (other than any provision of any such Affiliate Agreement which survives pursuant to Section 6.15 of the Merger Agreement); provided, however, that nothing in this Section 5.3 shall be construed to release, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer or director of any of the Company or any of its Subsidiaries with respect to any Claims or rights to indemnification under such entities' certificate of incorporation or by-laws (or equivalent organizational documents), each as



amended to date, or under applicable law, (B) as an employee of the Company or any of its Subsidiaries or (C) pursuant to this Agreement, the Merger Agreement, the Registration Rights Agreement and any other agreement entered into in connection with any of the foregoing (if a party thereto), (the “Release”). Such Stockholder acknowledges that the consideration payable to such Stockholder as a result of the Mergers provides good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in the Release and this Agreement. Such Stockholder agrees that it will not, and will cause the Releasing Parties not to, institute any litigation, lawsuit, claim or action against any Released Party with respect to any and all claims released in this Agreement. Such Stockholder hereby represents and warrants that it has access to adequate information regarding the terms of this Release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this Release and has not relied on the Released Parties in deciding to enter into this Release and has instead made such Stockholder’s own independent analysis and decision to enter into this Release.

5.4 Non-Solicitation. Each Stockholder shall not, for a period of one (1) year after the Effective Time, directly or indirectly (a) encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any member of executive management of the Company set forth on Schedule B hereto to terminate such Person’s employment with the Company or any of its Subsidiaries, or (b) hire any such Person; *provided* that the foregoing shall not be violated by (i) general advertising not targeted at any such Person, or (ii) soliciting or hiring any Person who has been terminated by the Company.

5.5 Transfer Restrictions.

(a) No Transfer of Voting Stock. (i) During the Initial Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Initial Lock-Up Period, such Stockholder shall be permitted to Transfer up to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and (ii) during the Final Lock-Up Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any such Voting Stock or interest therein or agree to or consummate any economic equivalent transactions (e.g. sell puts), provided, however, that during the Final Lock-Up Period, such Stockholder shall be permitted, to Transfer up to fifty percent (50%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, less any shares so transferred during the Initial Lock-Up Period. For the avoidance of doubt, following the expiration of the Final Lock-Up Period, there shall be no restrictions under this Agreement on Transfers of any Voting Stock acquired pursuant to the terms of the Merger Agreement by the Stockholders other than as provided in Section 5.5(c).

(b) The limitations set forth in Section 5.5(a) shall not apply to (w) any Transfer as to which Parent gives its written consent, (x) any underwritten public

offering or marketed block trade to an unaffiliated third party or (y) any Transfer to another Stockholder or any of their affiliates who has executed a joinder to this Agreement reasonably satisfactory to Parent (but in no event more restrictive than the terms of this Agreement), evidencing such affiliate's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such transferring Stockholder and (z) any Transfer solely to tender into a tender or exchange offer commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) or by Parent; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if (A) such tender or exchange offer includes an irrevocable minimum tender condition of no less than a majority of the then-outstanding Parent Common Stock and (B) as of the expiration of such offer (x) no shareholder rights plan or analogous "poison pill" of Parent is in effect or (y) the board of directors of Parent has affirmatively publicly recommended to Parent's shareholders that such shareholders tender into such offer and has not publicly withdrawn or changed such recommendation (any such transaction, an "Approved Change of Control"). Each Stockholder will advise Parent on reasonable request as to the number of shares of Voting Stock then held by such Stockholder.

(c) During the Standstill Period, each Stockholder agrees, with respect to any Voting Stock acquired pursuant to the terms of the Merger Agreement, not to Transfer any of the Voting Stock or any other equity security of Parent or any of its Subsidiaries without the prior written consent of Parent to any Person (other than Parent) who prior to or after giving effect to such Transfer would, to the knowledge of such Stockholder, Beneficially Own five percent (5%) or more of the Voting Stock of Parent (including any securities convertible, exchangeable for or otherwise exercisable to acquire such Voting Stock within sixty (60) days of such Transfer), other than (i) in the case of an investment fund, to a limited partner of such fund in connection with pro rata distributions to all limited partners of such investment fund, (ii) block trades to investors who immediately following such trade would be eligible to report their holding on Schedule 13G, (iii) underwriters in connection with underwritten offerings or financial institutions as intermediaries in block trades and (iv) in connection with and Approved Change of Control.

(d) Unpermitted Transfers. Any Transfer or attempted Transfer in violation of this Section 5.5 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

5.6 Legend on Securities. At the Effective Time, Parent may make a notation on its records or give instructions to any transfer agents or registrars for the Voting Stock in order to implement the restrictions on Transfer set forth in this Agreement; provided that no such notation or instructions shall apply to twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder pursuant to the terms of the Merger Agreement, and provided further that Parent shall remove any such notation and/or cause any such transfer agent or registrar to remove any such restrictions on Transfer (i) ninety (90) days following the Closing Date, from an additional twenty-five percent (25%) of the aggregate number of shares of Voting Stock acquired by such Stockholder, and (ii) six (6) months following the Closing Date, from the remaining shares of Voting Stock acquired by such Stockholder.

6. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants to Parent as follows:

6.1 Due Authority. Such Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes a valid and binding agreement of such Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other applicable Law affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.2 Ownership of the Company Common Stock and the SCCII Preferred Stock. As of the date hereof, such Stockholder is the owner of the shares of Company Common Stock and the SCCII Preferred Stock indicated on Schedule A hereto opposite such Stockholder's name, free and clear of any and all Liens, other than those (i) created by this Agreement, (ii) created by the Company Principal Investor Agreement, the Company Registration Rights Agreement or the Company Stockholders Agreement or (iii) as disclosed on Schedule A. Such Stockholder has and will have until the Expiration Time either sole or shared voting power (including the right to control such vote as contemplated herein), power of disposition, power to issue instructions with respect to the matters set forth in this Agreement and power to agree to all of the matters applicable to such Stockholder set forth in this Agreement, in each case, over all shares of Company Common Stock and all SCCII Preferred Stock currently or hereinafter owned by such Stockholder. As of the date hereof, such Stockholder does not own any capital stock or other voting securities of the Company or SCCII, other than the shares of Company Common Stock and SCCII Preferred Stock set forth on Schedule A opposite such Stockholder's name. As of the date hereof, such Stockholder does not own any rights to purchase or acquire any shares of capital stock or other equity securities of the Company or SCCII, except pursuant to the Company Principal Investor Agreement and the Company Stockholders Agreement or as set forth on Schedule A opposite such Stockholder's name.

6.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of the obligations under this Agreement and the compliance by such Stockholder with any provisions hereof do not and will not: (i) conflict with or violate any applicable Law applicable to such Stockholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, certificate of incorporation, articles of association, by-laws, operating agreement or similar formation or governing documents and instruments of such Stockholder, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default)

under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the shares of Company Common Stock or SCCII Preferred Stock owned by such Stockholder pursuant to any Contract to which such Stockholder is a party or by which such Stockholder is bound, except, in the case of clause (i) or (iii), as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to such Stockholder in connection with the execution and delivery of this Agreement or the consummation by such Stockholder of the transactions contemplated hereby.

6.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened against such Stockholder that would reasonably be expected to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

6.5 Absence of Other Voting Agreement. Except for this Agreement, the Merger Agreement, the Company Principal Investor Agreement and the Company Stockholders Agreement, such Stockholder has not: (i) entered into any voting agreement, voting trust or similar agreement with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder, or (ii) granted any proxy, consent or power of attorney with respect to any Company Common Stock, SCCII Preferred Stock or other equity securities of the Company or SCCII owned by such Stockholder (other than as contemplated by this Agreement).

7. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any of the Stockholders' designees serving on the board of directors of the Company or of SCCII from taking any action, subject to the provisions of the Merger Agreement, while acting in such designee's capacity as a director of the Company or of SCCII, as the case may be. Each Stockholder is entering into this Agreement solely in its capacity as the owner of such Stockholder's shares of Company Common Stock or SCCII Preferred Stock.

8. Termination. Except as set forth herein with respect to specific provisions hereof, this Agreement shall not terminate and shall remain in full force and effect until fully performed by the parties hereto; provided that this Agreement shall terminate at such date and time as the Merger Agreement shall be terminated in accordance with Section 8.1 thereof; provided further that Sections 2, 3 and 6 shall terminate and have no further force and effect immediately as of and following the Effective Time.

9. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock or

Voting Stock. All rights, ownership and economic benefits of and relating to the Stockholders' shares of Company Common Stock, SCCII Preferred Stock and Voting Stock shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the shares of Company Common Stock, SCCII Preferred Stock or Voting Stock except as otherwise provided herein.

10. Exclusivity. Until the Expiration Time, each Stockholder agrees to comply with the obligations applicable to Affiliates of the Company pursuant to Section 6.3 of the Merger Agreement as if they were parties thereto.

11. Miscellaneous.

11.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 11.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Effective Time or the termination of this Agreement.

11.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any assignment in violation of this Section 11.3 shall be void.

11.4 Amendments and Modifications. Subject to applicable Law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement signed by each of the parties hereto with respect to any of the terms contained herein.

11.5 Specific Performance; Injunctive Relief. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the non-breaching parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party shall be entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions hereof and to any further equitable relief, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

11.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

- (i) if to any Stockholder, to:

c/o TPG Global, LLC  
301 Commerce Street Suite 3300  
Fort Worth, TX 76102  
Attention: Clive D. Bode  
E-mail: cbode@tpg.com

with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

- (ii) if to Parent, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com

with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

or to such other address (e.g., email address) for a party as shall be specified in a notice given in accordance with this Section 11.6; provided that any notice received by email transmission or otherwise at the addressee's location on any Business Day after 5:00 P.M. (addressee's local time) shall be deemed to have been received at 9:00 A.M. (addressee's local time) on the next Business Day; provided further that notice of any change to the address or any of the other details specified in or pursuant to this Section 11.6 shall not be deemed to have been received

until, and shall be deemed to have been received upon, the later of the date specified in such notice or the date that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 11.6. Nothing in this Section 11.6 shall be deemed to constitute consent to the manner or address for service of process in connection with any legal proceeding, including litigation arising out of or in connection with this Agreement.

11.7 APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

11.8 WAIVER OF JURY TRIAL. EACH OF PARENT AND THE STOCKHOLDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

11.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any rights, benefits, remedies, obligations or liabilities hereunder.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11.11 Effect of Headings. Headings of the articles and sections of this Agreement and the table of contents, schedules and exhibits are for convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

11.12 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract between the parties hereto unless and until this Agreement is executed and delivered by all parties hereto.

11.13 Legal Representation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. The headings preceding the text of articles and sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

11.14 Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses (or, in the case of costs and expenses of the Stockholders incurred prior to the Effective Time, the Company), whether or not any of the transactions contemplated hereby are consummated.

11.15 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Merger Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or



affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

11.16 Other Stockholder Parties. Notwithstanding anything in this Agreement to the contrary, Parent acknowledges that certain of each Stockholder’s affiliates and other platforms trade securities and syndicated bank debt and originate loans (including the provision of debt financing for transactions similar to the transactions contemplated by the Merger Agreement) and nothing herein shall restrict the ability of such affiliates or platforms to trade securities and syndicated bank debt and originate loans in the ordinary course of business. In addition to, and without limitation of, the foregoing, notwithstanding anything in this Agreement to the contrary, none of the provisions of this Agreement shall in any way limit the activities of TPG Global, LLC or any of its affiliates (other than the Stockholders); provided that it shall be considered a breach of this Agreement if any affiliate of any of the Stockholders takes any action at the direction or instruction of any of the Stockholders that would be a breach of this Agreement if such action was taken directly by such Stockholder.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Gary S. Norcross

Name: Gary S. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Support and Standstill Agreement]*

In witness whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**TPG PARTNERS IV, L.P.**

By: TPG GenPar IV, L.P., its General Partner  
By: TPG Advisors IV, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**T3 PARTNERS II, L.P.**

By: T3 GenPar II, L.P., its General Partner  
By: T3 Advisors II, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**T3 PARALLEL II, L.P.**

By: T3 GenPar II, L.P., its General Partner  
By: T3 Advisors II, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**TPG SOLAR III LLC**

By: TPG Partners III, L.P., its Managing Member  
By: TPG GenPar III, L.P., its General Partner  
By: TPG Advisors III, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**TPG SOLAR CO-INVEST LLC**

By: TPG GenPar IV, L.P., its Managing Member  
By: TPG Advisors IV, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Clive D. Bode  
Name: Clive D. Bode

*[Signature page to Support and Standstill Agreement]*

REGISTRATION RIGHTS AGREEMENT

Dated as of August 12, 2015

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TABLE OF CONTENTS

	<u>Page</u>	
ARTICLE I	REGISTRATION	1
1.1.	<u>Demand Registrations</u>	1
1.2.	<u>Piggyback Registrations</u>	3
1.3.	<u>Shelf Registration Statement</u>	5
1.4.	<u>Withdrawal Rights</u>	7
1.5.	<u>Holdback Agreements</u>	7
1.6.	<u>Registration Procedures</u>	8
1.7.	<u>Registration Expenses</u>	13
1.8.	<u>Miscellaneous</u>	13
1.9.	<u>Registration Indemnification</u>	14
ARTICLE II	DEFINITIONS	16
2.1.	<u>Defined Terms</u>	16
2.2.	<u>Interpretation</u>	19
ARTICLE III	MISCELLANEOUS	20
3.1.	<u>Term</u>	20
3.2.	<u>Notices</u>	20
3.3.	<u>Amendments and Waivers</u>	21
3.4.	<u>Successors and Assigns</u>	21
3.5.	<u>Severability</u>	21
3.6.	<u>Counterparts</u>	21
3.7.	<u>Entire Agreement</u>	21
3.8.	<u>APPLICABLE LAW; JURISDICTION OF DISPUTES</u>	21
3.9.	<u>WAIVER OF JURY TRIAL</u>	22
3.10.	<u>Specific Performance</u>	22
3.11.	<u>No Third Party Beneficiaries</u>	22
3.12.	<u>No Recourse</u>	22

REGISTRATION RIGHTS AGREEMENT, dated as of August 12, 2015 (this "Agreement"), among Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), and each of the persons whose name appears on the signature pages hereto

WITNESSETH:

WHEREAS, on the date hereof, the Company, SunGard, a Delaware corporation ("Seahawk"), SunGard Capital Corp. II, a Delaware corporation ("SCCII"), Seahawk Merger Sub 1, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Merger Sub 1"), Seahawk Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Merger Sub 2"), and Seahawk Merger Sub 3, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Merger Sub 3"), intend to enter into an Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement") pursuant to which, among other things, Merger Sub 1 will be merged with and into Seahawk, followed by a merger of Seahawk with and into Merger Sub 2, and Merger Sub 3 will be merged with and into SCCII, followed by a merger of SCCII with and into Merger Sub 2 (collectively, the "Mergers") with Merger Sub 2 continuing as the surviving company and a wholly owned subsidiary of the Company, on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, pursuant to and subject to the terms and conditions of the Merger Agreement, each share of outstanding common stock of Seahawk, par value \$0.01 per share and each outstanding share of preferred stock of SCCII shall be converted in the Mergers into (i) shares of common stock, par value \$0.01 per share, of the Company (the "Company Common Stock") and/or (ii) cash, on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, pursuant to and subject to the terms and conditions of the Merger Agreement, in connection with the Mergers, the Sponsors are expected to receive shares of Company Common Stock (the shares of Company Common Stock received by the Sponsors in the Mergers, the "Shares"); and

WHEREAS, the Company has agreed to grant the Sponsors registration rights in respect of the Shares, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

REGISTRATION

1.1. Demand Registrations.

(a) Subject to the terms and conditions hereof, solely during any period when the Company is not eligible under Applicable Law to register Registrable Securities on Form S-3 pursuant to Section 1.3, or when the Company is so eligible but has failed to comply with its obligations under Section 1.3,

any Demand Stockholders (“Requesting Stockholders”) shall be entitled to make an unlimited number of written requests of the Company (each, a “Demand”) for registration under the Securities Act of an amount of Registrable Securities then held by such Requesting Stockholders that equals or is greater than the Registrable Amount (a “Demand Registration”). Thereupon the Company will, subject to the terms of this Agreement, use its reasonable best efforts to effect the registration as promptly as practicable under the Securities Act of:

(i) the Registrable Securities which the Company has been so requested to register by the Requesting Stockholders for disposition in accordance with the intended method of disposition stated in such Demand;

(ii) all other Registrable Securities which the Company has been requested to register pursuant to Section 1.1(b), but subject to Section 1.1(g); and

(iii) all shares of Company Common Stock which the Company may elect to register in connection with any offering of Registrable Securities pursuant to this Section 1.1, but subject to Section 1.1(g);

all to the extent necessary to permit the disposition (in accordance with the intended methods thereof) of the Registrable Securities and the additional shares of Company Common Stock, if any, to be so registered.

(b) A Demand shall specify (i) the aggregate number of Registrable Securities requested to be registered in such Demand Registration, (ii) the intended method of disposition in connection with such Demand Registration, to the extent then known and (iii) the identity of the Requesting Stockholder(s). Within three (3) Business Days after receipt of a Demand, the Company shall give written notice of such Demand to all other holders of Registrable Securities. The Company shall include in the Demand Registration covered by such Demand all Registrable Securities with respect to which the Company has received a written request for inclusion therein within ten (10) days after the Company’s notice required by this paragraph has been given, subject to Section 1.1(g). Each such written request shall comply with the requirements of a Demand as set forth in this Section 1.1(b).

(c) A Demand Registration shall not be deemed to have been effected and shall not count as a Demand Registration (i) unless a registration statement with respect thereto has become effective and has remained effective for a period of at least one hundred eighty (180) days or such shorter period in which all Registrable Securities included in such Demand Registration have actually been sold thereunder (provided, that such period shall be extended for a period of time equal to the period the holder of Registrable Securities refrains from selling any securities included in such registration statement at the request of the Company or the lead managing underwriter(s) pursuant to the provisions of this Agreement) or (ii) if, after it has become effective, such Demand Registration becomes subject, prior to one hundred eighty (180) days after effectiveness, to any stop order, injunction or other order or requirement of the Commission or other Governmental Authority, other than by reason of any act or omission by the applicable Selling Stockholders.

(d) Demand Registrations shall be on such appropriate registration form of the Commission as shall be selected by the Company and reasonably acceptable to the Requesting Stockholders.

(e) The Company shall not be obligated to (i) subject to Section 1.1(c), maintain the effectiveness of a registration statement under the Securities Act filed pursuant to a Demand Registration for a period longer than one hundred eighty (180) days or (ii) effect any Demand Registration (A) within six months of a “firm commitment” Underwritten Offering in which all Demand Stockholders were offered “piggyback” rights pursuant to Section 1.2 (subject to Section 1.2(b)) and at least 90% of the number of Registrable Securities requested by such Requesting Stockholders to be included in such Demand Registration were included and sold, (B) within six months of the completion of any other Demand Registration (including, for the avoidance of doubt, any Underwritten Offering pursuant to any Shelf Registration Statement), or (C) if, in the Company’s reasonable judgment, it is not feasible for the Company to proceed with the Demand Registration because of the unavailability of audited or other required financial statements; provided, that the Company shall use its reasonable best efforts to obtain such financial statements as promptly as practicable.

(f) The Company shall be entitled to postpone (upon written notice to the Requesting Stockholders) the filing or the effectiveness of a registration statement for any Demand Registration in the event of a Blackout Period until the expiration of the applicable Blackout Period. In the event of a Blackout Period, the Company shall deliver to the Requesting Stockholders requesting registration a certificate signed by either the chief executive officer or the chief financial officer of the Company certifying that, in the good faith judgment of the Company, the conditions described in the definition of Blackout Period are met.

(g) If, in connection with a Demand Registration that involves an Underwritten Offering, the lead managing underwriter(s) advise(s) the Company that, in its (their) opinion, the inclusion of all of the securities sought to be registered in connection with such Demand Registration would adversely affect the success thereof, then the Company shall include in such registration statement only such securities as the Company is advised by such lead managing underwriter(s) can be sold without such adverse effect as follows and in the following order of priority: (i) first, up to the number of Registrable Securities requested to be included in such Demand Registration by the Requesting Stockholders, which, in the opinion of the lead managing underwriter(s), can be sold without adversely affecting the success thereof, pro rata among such Requesting Stockholders on the basis of the number of such Registrable Securities requested to be included by such Requesting Stockholders; (ii) second, up to the number of Registrable Securities requested to be included in such Demand Registration by other Demand Stockholders, pro rata on the basis of the amount of such Registrable Securities requested to be included by such holders; (iii) third, securities the Company proposes to sell; and (iv) fourth, all other securities of the Company duly requested to be included in such registration statement by other persons, pro rata on the basis of the amount of such other securities requested to be included or such other allocation method determined by the Company.

(h) Any time that a Demand Registration involves an Underwritten Offering, the Requesting Stockholder(s) shall select the investment banker(s) and manager(s) that will serve as managing underwriters (including which such managing underwriters will serve as lead or co-lead) and underwriters with respect to the offering of such Registrable Securities; provided, that such investment banker(s) and manager(s) shall be reasonably acceptable to the Company (such approval not to be unreasonably withheld, conditioned or delayed).



## 1.2. Piggyback Registrations.

(a) Subject to the terms and conditions hereof, whenever the Company proposes to register any Company Common Stock under the Securities Act for its own account or for the account of other persons who are not Demand Stockholders (other than a registration by the Company (i) on Form S-4 or any successor form thereto, (ii) on Form S-8 or any successor form thereto, (iii) if the Registrable Securities are then registered pursuant to a Shelf Registration Statement or (iv) pursuant to Section 1.1) (a "Piggyback Registration"), the Company shall give all Demand Stockholders prompt written notice thereof (but not less than ten days prior to the filing by the Company with the Commission of any registration statement with respect thereto). Such notice (a "Piggyback Notice") shall specify the number of shares of Company Common Stock proposed to be registered, the proposed date of filing of such registration statement with the Commission, the proposed means of distribution, the proposed managing underwriter(s) (if any) and a good faith estimate by the Company of the proposed minimum offering price of such shares of Company Common Stock, in each case to the extent then known. Subject to Section 1.2(b), the Company shall include in each such Piggyback Registration all Registrable Securities held by Demand Stockholders (a "Piggyback Seller") with respect to which the Company has received written requests (which written requests shall specify the number of Registrable Securities requested to be disposed of by such Piggyback Seller) for inclusion therein within ten (10) days after such Piggyback Notice is received by such Piggyback Seller.

(b) If, in connection with a Piggyback Registration that involves an Underwritten Offering, the lead managing underwriter(s) advises the Company that, in its opinion, the inclusion of all the shares of Company Common Stock sought to be included in such Piggyback Registration by (i) the Company, (ii) other Persons who have sought to have shares of Company Common Stock registered in such Piggyback Registration pursuant to rights to demand (other than pursuant to so-called "piggyback" or other incidental or participation registration rights) such registration (such Persons being "Other Demanding Sellers"), (iii) the Piggyback Sellers and (iv) any other proposed sellers of shares of Company Common Stock (such Persons being "Other Proposed Sellers"), as the case may be, would adversely affect the success thereof, then the Company shall include in the registration statement applicable to such Piggyback Registration only such shares of Company Common Stock as the Company is so advised by such lead managing underwriter(s) can be sold without such an effect, as follows and in the following order of priority:

(i) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of shares of Company Common Stock to be sold by the Company as the Company, in its reasonable judgment and acting in good faith and in accordance with sound financial practice, shall have determined, (B) second, Registrable Securities of Piggyback Sellers, pro rata on the basis of the number of Registrable Securities proposed to be sold by such Piggyback Sellers, (C) third, shares of Company Common Stock sought to be registered by Other Demanding Sellers, pro rata on the basis of the number of shares of Company Common Stock proposed to be sold by such Other Demanding Sellers and (D) fourth, other shares of Company Common Stock proposed to be sold by any Other Proposed Sellers; or

(ii) if the Piggyback Registration relates to an offering other than for the Company's own account, then (A) first, such number of shares of Company Common Stock sought to be registered by each Other Demanding Seller pro rata in proportion to the number of securities sought to be registered by all such Other Demanding Sellers, (B) second, Registrable Securities of Piggyback Sellers, pro rata on the basis of the number of shares of Company Common Stock

proposed to be sold by such Piggyback Sellers, (C) third, shares of Company Common Stock to be sold by the Company and (D) fourth, other shares of Company Common Stock proposed to be sold by any Other Proposed Sellers.

(c) For clarity, in connection with any Underwritten Offering under this Section 1.2, the Company shall not be required to include the Registrable Securities of a Piggyback Seller in the Underwritten Offering unless such Piggyback Seller accepts the terms of the underwriting as agreed upon between the Company and the lead managing underwriter(s), which shall be selected by the Company.

(d) If, at any time after giving written notice of its intention to register any shares of Company Common Stock as set forth in this Section 1.2 and prior to the time the registration statement filed in connection with such Piggyback Registration is declared effective, the Company shall determine for any reason not to register such shares of Company Common Stock, the Company may, at its election, give written notice of such determination to the Piggyback Sellers within five (5) Business Days thereof and thereupon shall be relieved of its obligation to register any Registrable Securities in connection with such particular withdrawn or abandoned Piggyback Registration; provided, that Demand Stockholders may continue the registration as a Demand Registration pursuant to the terms of Section 1.1.

### 1.3. Shelf Registration Statement.

(a) Unless the Company is not a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) at the effective time of the Mergers or otherwise ineligible to offer securities under or file with automatic effectiveness, the Company shall file, as promptly as reasonable practicable following the effective time of the Mergers (which, for the avoidance of doubt, shall be within five (5) Business Days of the effective time of the Mergers), a registration statement on Form S-3 or any successor form thereto ("Form S-3") providing for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (a "Shelf Registration Statement") in the form of an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) or any successor form thereto registering all Registrable Securities then held by the Demand Stockholders. If the Company is not expected to be a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) immediately following the effective time of the Mergers, then, subject to the availability of a registration statement on Form S-3 to the Company, any of the Demand Stockholders may by written notice delivered to the Company (the "Shelf Notice") require the Company to file as soon as reasonably practicable, and to use reasonable best efforts to cause to be declared effective by the Commission as soon as reasonably practicable after such filing date, a Shelf Registration Statement relating to the offer and sale, from time to time, of an amount of Registrable Securities then held by such Demand Stockholders that equals or is greater than the Registrable Amount.

(b) Within ten (10) days after receipt of a Shelf Notice pursuant to Section 1.3(a), the Company will deliver written notice thereof to all other holders of Registrable Securities. Each other holder of Registrable Securities may elect to participate with respect to its Registrable Securities in the Shelf Registration Statement in accordance with the plan and method of distribution set forth, or to be set forth, in such Shelf Registration Statement by delivering to the Company a written request to so participate within ten (10) days after the Shelf Notice is received by any such holder of Registrable Securities.

(c) Subject to Section 1.3(d), the Company will use its reasonable best efforts to keep a Shelf Registration Statement continuously effective until the earlier of (i) the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Shelf Registration Statement, or otherwise cease to be Registrable Securities; and (ii) the date on which this Agreement terminates pursuant to Section 3.1.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing written notice to the Demand Stockholders requesting registration or whose Registrable Securities are registered under the Shelf Registration Statement, to require such Demand Stockholders to suspend the use of the prospectus for sales of Registrable Securities under the Shelf Registration Statement during any Blackout Period. In the event of a Blackout Period, the Company shall deliver to such Demand Stockholders a certificate signed by either the chief executive officer or the chief financial officer of the Company certifying that, in the good faith judgment of the Company, the conditions described in the definition of Blackout Period are met. After the expiration of any Blackout Period and without any further request from a holder of Registrable Securities, the Company to the extent necessary shall as promptly as reasonably practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) At any time that a Shelf Registration Statement is effective, if one or more Demand Stockholders deliver a notice to the Company (a "Take-Down Notice") stating that such Demand Stockholder(s) intend to sell a Registrable Amount of Registrable Securities on the Shelf Registration Statement in an Underwritten Offering (a "Shelf Offering"), the Company shall promptly, and in a manner reasonably agreed with such Demand Stockholder(s) amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account, solely in connection with a Marketed Underwritten Shelf Offering, the inclusion of Registrable Securities by any other Demand Stockholders pursuant to this Section 1.3). In connection with any Shelf Offering that is an Underwritten Offering and where the plan of distribution set forth in the applicable Take-Down Notice includes a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and the underwriters (a "Marketed Underwritten Shelf Offering"):

(i) unless the Take-Down Notice is executed by or on behalf of all the Demand Stockholders (even if all the Demand Stockholders are not participating in such Marketed Underwritten Shelf Offering), the Company shall forward the Take-Down Notice to all other Demand Stockholders whose Registrable Securities are included on the Shelf Registration Statement and the Company and such proposing Demand Stockholder(s) shall permit each such holder to include its Registrable Securities included on the Shelf Registration Statement in the Marketed Underwritten Shelf Offering if such holder notifies the proposing Demand Stockholder(s) and the Company within five (5) days after delivery of the Take-Down Notice to such holder; and

(ii) any Marketed Underwritten Shelf Offering shall be subject to the provisions of Section 1.1(e)(ii) as if such Marketed Underwritten Shelf Offering were a Demand Registration (provided, that references therein to six months shall be deemed to refer to four months).

1.4. Withdrawal Rights. Any Demand Stockholder having notified or directed the Company to include any or all of its Registrable Securities in a registration statement under the Securities Act shall have the right to withdraw any such notice or direction with respect to any or all of the Registrable Securities designated by it for registration by giving written notice to such effect to the Company prior to the effective date of such registration statement. In the event of any such withdrawal, the Company shall not include such Registrable Securities in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement (subject to the other terms and conditions of this Agreement). No such withdrawal shall affect the obligations of the Company with respect to the Registrable Securities not so withdrawn; provided, however, that in the case of a Demand Registration, if such withdrawal shall reduce the number of Registrable Securities sought to be included in such registration below the Registrable Amount, then the Company shall as promptly as practicable give each Demand Stockholder seeking to register Registrable Securities notice to such effect and, within ten (10) days following the mailing of such notice, such Demand Stockholders still seeking registration shall, by written notice to the Company, elect to register additional Registrable Securities to satisfy the Registrable Amount or elect that such registration statement not be filed or, if theretofore filed, be withdrawn. During such ten (10) day period, the Company shall not file such registration statement if not theretofore filed or, if such registration statement has been theretofore filed, the Company shall not seek, and shall use reasonable best efforts to prevent, the effectiveness thereof.

1.5. Holdback Agreements. (a) In connection with any Underwritten Offering in which a Demand Stockholder participates pursuant to Section 1.2, each such Demand Stockholder agrees to enter into customary agreements, including such customary carve-outs and limitations as any such Demand Stockholder may reasonably request, restricting the public sale or distribution of equity securities of the Company (including sales pursuant to Rule 144 under the Securities Act) to the extent required in writing by the lead managing underwriter(s) with respect to an applicable Underwritten Offering during the period commencing on the date of the “pricing” of such Underwritten Offering) and continuing for not more than the lesser of (i) the period to which the Company (subject to customary carve-outs and limitations) is restricted and (ii) sixty (60) days after the date of the “final” prospectus (or “final” prospectus supplement if the Underwritten Offering is made pursuant to a Shelf Registration Statement), pursuant to which such Underwritten Offering shall be made, or such lesser period as is required by the lead managing underwriter(s). Any discretionary waiver or termination of the requirements under the foregoing provisions made by the Company or applicable lead managing underwriter(s) shall apply to each Demand Stockholder on a pro rata basis.

(b) If any Demand Registration involves an Underwritten Offering or in the event of a Marketed Underwritten Shelf Offering, the Company will not effect any public sale or distribution of any common equity (or securities convertible into or exchangeable or exercisable for common equity) (other than a registration statement on Form S-4, Form S-8 or any successor forms thereto) for its own account, within sixty (60) days, after the date of such Underwritten Offering or Marketed Underwritten Shelf Offering, as applicable, except as may otherwise be agreed between the Company and the lead managing underwriter(s) of such Underwritten Offering or Marketed Underwritten Shelf Offering, as applicable.

#### 1.6. Registration Procedures.

(a) If and whenever the Company is required to use reasonable best efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Section 1.1, Section 1.2 or Section 1.3, the Company shall as expeditiously as reasonably practicable:

(i) prepare and file with the Commission a registration statement to effect such registration in accordance with the intended method or methods of distribution of such securities and thereafter use reasonable best efforts to cause such registration statement to become and remain effective pursuant to the terms of this Article I provided, however, that the Company may discontinue any registration of its securities which are not Registrable Securities at any time prior to the effective date of the registration statement relating thereto; provided, further, that before filing such registration statement or any amendments thereto, the Company will furnish to the Demand Stockholders which are including Registrable Securities in such registration ("Selling Stockholders"), their counsel and the lead managing underwriter(s) and their counsel, if any, copies of all such documents proposed to be filed, which documents will be subject to the review and reasonable comment of such counsel, and other documents reasonably requested by such counsel, including any comment letter from the Commission, and, if requested by such counsel, provide such counsel a reasonable opportunity to participate in the preparation of such registration statement and each prospectus included therein. The Company shall not file any such registration statement or prospectus or any amendments or supplements thereto with respect to a Demand Registration to which the holders of a majority of Registrable Securities held by the Requesting Stockholder(s), their counsel or the lead managing underwriter(s), if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Company, such filing is necessary to comply with Applicable Law;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective pursuant to the terms of this Article I, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(iii) if requested by the lead managing underwriter(s), if any, or the holders of a majority of the then outstanding Registrable Securities being sold in connection with an Underwritten Offering, promptly include in a prospectus supplement or post-effective amendment such information as the lead managing underwriter(s), if any, and such holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 1.6(a)(iii) that are not, in the opinion of counsel for the Company, in compliance with Applicable Law;

(iv) furnish to the Selling Stockholders and each underwriter, if any, of the securities being sold by such Selling Stockholders such number of conformed copies of such registration statement and of each amendment and supplement thereto, such number of copies of the prospectus contained in such registration statement (including each preliminary prospectus and

any summary prospectus) and each free writing prospectus (as defined in Rule 405 of the Securities Act) (a “Free Writing Prospectus”) utilized in connection therewith and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such Selling Stockholders and underwriter, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such Selling Stockholders;

(v) use reasonable best efforts to register or qualify or cooperate with the Selling Stockholders, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities covered by such registration statement under such other securities laws or “blue sky” laws of such jurisdictions as the Selling Stockholders and any underwriter of the securities being sold by such Selling Stockholders shall reasonably request, and to keep each such registration or qualification (or exemption therefrom) effective during the period such registration statement is required to be kept effective and take any other action which may be necessary or reasonably advisable to enable such Selling Stockholders and underwriters to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Selling Stockholders, except that the Company shall not for any such purpose be required to (A) qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this clause (v) be obligated to be so qualified, (B) subject itself to taxation in any such jurisdiction or (C) file a general consent to service of process in any such jurisdiction;

(vi) use reasonable best efforts to cause such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use reasonable best efforts to cause such Registrable Securities to be listed on the New York Stock Exchange, the American Stock Exchange or the NASDAQ Stock Market;

(vii) use reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be reasonably necessary to enable the Selling Stockholder(s) thereof to consummate the disposition of such Registrable Securities;

(viii) use reasonable best efforts to provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement from and after a date not later than the effective date of such registration statement;

(ix) in an Underwritten Offering, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and in connection therewith, (A) make representations and warranties to the holders of such Registrable Securities and the underwriters, if any, with respect to the business of the Company and its subsidiaries, and the registration statement, prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) include in the underwriting agreement indemnification provisions and procedures substantially to the effect set forth in Section 1.9 hereof with respect to all parties to be

indemnified pursuant to said Section except as otherwise agreed by the holders of a majority of the Registrable Securities being sold and (C) deliver such documents and certificates as are reasonably requested by the holders of a majority of the Registrable Securities being sold, their counsel and the lead managing underwriters(s), if any, to evidence the continued validity of the representations and warranties made pursuant to sub-clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement. The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder;

(x) in connection with an Underwritten Offering, use reasonable best efforts to obtain for the Selling Stockholders and underwriter(s) (A) opinions of counsel for the Company, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Selling Stockholders and underwriters and (B) “comfort” letters and updates thereof (or, in the case of any such Person which does not satisfy the conditions for receipt of a “comfort” letter specified in Statement on Auditing Standards No. 72, an “agreed upon procedures” letter) signed by the independent public accountants who have certified the Company’s financial statements and, to the extent required, any other financial statements included in such registration statement, covering the matters customarily covered in “comfort” letters in connection with underwritten offerings;

(xi) make available for inspection by the Selling Stockholders, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained in connection with such offering by such Selling Stockholders or underwriter (collectively, the “Inspectors”), such financial and other records, pertinent corporate documents and instruments of the Company (collectively, the “Records”), as shall be reasonably necessary, or as shall otherwise be reasonably requested, to enable them to exercise their due diligence responsibility, and cause the officers, directors and employees of the Company and its subsidiaries (and use its reasonable best efforts to cause its auditors) to participate in customary due diligence calls and to supply all information in each case reasonably requested by any such representative, underwriter, attorney, agent or accountant in connection with such registration statement; provided, however, that the Company shall not be required to provide any information under this clause (xi) if (A) the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information or (B) if either (1) the Company has requested and been granted from the Commission confidential treatment of such information contained in any filing with the Commission or documents provided supplementally or otherwise or (2) the Company reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing; unless prior to furnishing any such information with respect to clause (1) or (2) such Selling Stockholder requesting such information enters into, and causes each of its Inspectors to enter into, a confidentiality agreement on terms and conditions reasonably acceptable to the Company; provided, further, that each Selling Stockholder agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction or by another Governmental Authority, give notice to the Company and allow the Company, at its expense, to undertake appropriate action seeking to prevent disclosure of the Records deemed confidential;

(xii) as promptly as practicable notify in writing the Selling Stockholder and the underwriters, if any, of the following events: (A) the filing of the registration statement, any amendment thereto, the prospectus or any prospectus supplement related thereto or post-effective amendment to the registration statement or any Free Writing Prospectus utilized in connection therewith, and, with respect to the registration statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the Commission or any other U.S. or state governmental authority for amendments or supplements to the registration statement or the prospectus or for additional information; (C) the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings by any Person for that purpose; (D) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (E) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 1.6(a)(ix) cease to be true and correct in any material respect; and (F) upon the happening of any event that makes any statement made in such registration statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such registration statement, prospectus or documents so that, in the case of the registration statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and, at the request of any Selling Stockholder, promptly prepare and furnish to such Selling Stockholder a reasonable number of copies of a supplement to or an amendment of such registration statement or prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xiii) use reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of such registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest reasonable practicable date, except that, subject to the requirements of Section 1.6(a)(v), the Company shall not for any such purpose be required to (A) qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this clause (xiii) be obligated to be so qualified, (B) subject itself to taxation in any such jurisdiction or (C) file a general consent to service of process in any such jurisdiction;

(xiv) cooperate with the Selling Stockholders and the lead managing underwriter(s) to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under Applicable Law) representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the lead managing underwriter(s) or such Selling Stockholders may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates;



(xv) cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA; and

(xvi) have appropriate officers of the Company prepare and make presentations at a reasonable number of “road shows” and before analysts, as the case may be, and other information meetings reasonably organized by the underwriters and otherwise use its reasonable best efforts to cooperate as reasonably requested by the Selling Stockholders and the underwriters in the offering, marketing or selling of the Registrable Securities.

(b) The Company may require each Selling Stockholder and each underwriter, if any, to furnish the Company in writing such information regarding each Selling Stockholder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing to complete or amend the information required by such registration statement.

(c) Each Selling Stockholder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in clauses (B), (C), (D), (E) and (F) of Section 1.6(a)(xii), such Selling Stockholder shall forthwith discontinue such Selling Stockholder’s disposition of Registrable Securities pursuant to the applicable registration statement and prospectus relating thereto until such Selling Stockholder’s receipt of the copies of the supplemented or amended prospectus contemplated by Section 1.6(a)(xii), or until it is advised in writing by the Company that the use of the applicable prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such prospectus; provided, however, that the Company shall extend the time periods under Section 1.1(c) with respect to the length of time that the effectiveness of a registration statement must be maintained by the amount of time the holder is required to discontinue disposition of such securities.

(d) With a view to making available to the Demand Stockholders the benefits of Rule 144 under the Securities Act and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3 (or any successor form), the Company shall:

(i) use reasonable best efforts to make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(ii) use reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act, at any time when the Company is subject to such reporting requirements;

(iii) furnish to any Demand Stockholder, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act and of the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company with the Commission as such Demand Stockholder may reasonably request in connection with the sale of Registrable Securities without registration (in each case to the extent not readily publicly available); and

(iv) otherwise provide such Demand Stockholder with such customary assistance as is reasonably requested.

1.7. Registration Expenses. All fees and expenses incident to the Company's performance of its obligations under this Article I, including (a) all registration and filing fees, including all fees and expenses of compliance with securities and "blue sky" laws (including the reasonable and documented fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities pursuant to Section 1.6(a)(v)) and all fees and expenses associated with filings required to be made with FINRA (including, if applicable, the fees and expenses of any "qualified independent underwriter" as such term is defined in FINRA Rule 5121), (b) all printing (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with the Depository Trust Company and of printing prospectuses if the printing of prospectuses is requested by a Demand Stockholder) and copying expenses, (c) all messenger, telephone and delivery expenses, (d) all fees and expenses of the Company's independent certified public accountants and counsel (including with respect to "comfort" letters and opinions), (e) expenses of the Company incurred in connection with any "road show" and (f) reasonable and documented fees and disbursements of one counsel for all Demand Stockholders whose Registrable Securities are included in a registration statement, which counsel shall be selected by, in the case of a Demand Registration, the Requesting Stockholders, in the case of a Shelf Offering, the Demand Stockholder(s) requesting such offering, or in the case of any other registration, the holders of a majority of the Registrable Securities being sold in connection therewith, shall be borne solely by the Company whether or not any registration statement is filed or becomes effective. In connection with the Company's performance of its obligations under this Article I, the Company will pay its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties and the expense of any annual audit) and the expenses and fees for listing the securities to be registered on each securities exchange and included in each established over-the-counter market on which similar securities issued by the Company are then listed or traded. Each Selling Stockholder shall pay its portion of all underwriting discounts and commissions and transfer taxes, if any, relating to the sale of such Selling Stockholder's Registrable Securities pursuant to any registration.

1.8. Miscellaneous.

(a) Not less than five (5) Business Days before the expected filing date of each registration statement pursuant to this Agreement, the Company shall notify each holder of Registrable Securities who has timely provided the requisite notice hereunder entitling such holder to register Registrable Securities in such registration statement of the information, documents and instruments from such holder that the Company or any underwriter reasonably requests in connection with such registration statement, including, to the extent applicable, a questionnaire, custody agreement, power of attorney, lock-up letter and underwriting agreement (the "Requested Information"). If the Company has not received, on or before the second Business Day before the expected filing date, the Requested Information from such holder, the Company may file the registration statement without including Registrable Securities of such holder. The failure to so include in any registration statement the Registrable Securities of a holder of Registrable Securities (with regard to that registration statement) shall not result in any liability on the part of the Company to such holder.

(b) The Company shall not grant any demand, piggyback or shelf registration rights, the terms of which are senior to or conflict with the rights granted to the holders of Registrable Securities hereunder to any other Person, or enter into any other agreements that conflict with the rights granted to the holders of Registrable Securities under this Agreement (except to the extent contemplated under the definition of "Blackout Period"), without the prior written consent of Demand Stockholders holding a majority of the Registrable Securities then held by all Demand Stockholders.

### 1.9. Registration Indemnification.

(a) The Company agrees, without limitation as to time, to indemnify and hold harmless, to the fullest extent permitted by Law, each Selling Stockholder and its Affiliates and their respective officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such Selling Stockholder or such other indemnified Person and the officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents of each such controlling Person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such underwriter, from and against all losses, claims, damages, liabilities, costs, expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses), judgments, fines, penalties, charges and amounts paid in settlement (collectively, the "Losses"), as incurred, arising out of, caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (without limitation of the preceding portions of this Section 1.9(a)) will reimburse each such Selling Stockholder, each of its Affiliates, and each of their respective officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents and each such Person who controls each such Selling Stockholder and the officers, directors, members, shareholders, employees, managers, partners, accountants, attorneys and agents of each such controlling Person, each such underwriter and each such Person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, Loss, damage, liability or action, except insofar as the same are caused by any information furnished in writing to the Company by any Selling Stockholder expressly for use therein.

(b) In connection with any registration statement in which a Selling Stockholder is participating, without limitation as to time, each such Selling Stockholder shall, severally and not jointly, indemnify the Company, its directors and officers, and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company, from and against all Losses, as incurred, arising out of, caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of material fact contained in the registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (without limitation of the preceding portions of this Section 1.9(b)) will reimburse the Company, its directors and officers and each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) for any legal and any

other expenses reasonably incurred in connection with investigating and defending or settling any such claim, Loss, damage, liability or action, in each case solely to the extent, but only to the extent, that such untrue statement or omission is made in such registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information regarding such Selling Stockholder furnished to the Company by such Selling Stockholder for inclusion in such registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto. Notwithstanding the foregoing, no Selling Stockholder shall be liable under this Section 1.9(b) for amounts in excess of the net proceeds received by such holder in the offering giving rise to such liability.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been actually and materially prejudiced by such failure to provide such notice on a timely basis.

(d) In any case in which any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and, to the extent that it may wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and acknowledging the obligations of the indemnifying party with respect to such proceeding, the indemnifying party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such indemnified party hereunder for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof (unless (i) such indemnified party reasonably objects to such assumption on the grounds that there are defenses available to it which are different from or in addition to the defenses available to such indemnifying party and, as a result, a conflict of interest exists or (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, in either of which events the indemnified party shall be promptly reimbursed by the indemnifying party for the reasonable fees and expenses incurred in connection with retaining one separate legal counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). For the avoidance of doubt, notwithstanding any such assumption by an indemnifying party, the indemnified party shall have the right to employ separate counsel in any such matter and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party except as provided in the previous sentence. An indemnifying party shall not be liable for any settlement of an action or claim effected without its consent (which consent shall not be unreasonably withheld, conditioned or delayed). No matter shall be settled by an indemnifying party without the consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement (x) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation, (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party and (z) is settled solely for cash for which the indemnified party would be entitled to indemnification hereunder.

(e) The indemnification provided for under this Agreement shall survive the sale of the Registrable Securities and the termination of this Agreement.

(f) If recovery is not available under the foregoing indemnification provisions for any reason or reasons other than as specified therein, any Person who would otherwise be entitled to indemnification by the terms thereof shall nevertheless be entitled to contribution with respect to any Losses with respect to which such Person would be entitled to such indemnification but for such reason or reasons, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, the Persons' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and other equitable considerations appropriate under the circumstances. It is hereby agreed that it would not necessarily be equitable if the amount of such contribution were determined by pro rata or per capita allocation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not found guilty of such fraudulent misrepresentation. Notwithstanding the foregoing, no Selling Stockholder shall be required to make a contribution in excess of the amount received by such Selling Stockholder from its sale of Registrable Securities in connection with the offering that gave rise to the contribution obligation.

## ARTICLE II

### DEFINITIONS

2.1. Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

“Affiliate” means, (a) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise), (b) for the avoidance of doubt, if such specified Person is an investment fund, any other investment fund, the primary investment advisor to which is the primary investment advisor to such specified Person or an Affiliate thereof, and (c) if such specified Person is a natural Person, any family member of such natural Person. “Controlled” and “controlling” shall be construed accordingly. Notwithstanding the foregoing, for all purposes of this Agreement, in no event shall an Affiliate of any Sponsor include any “portfolio company” (as such term is customarily used among institutional investors) of any Sponsor.

“Agreement” has the meaning set forth in the preamble.

“Applicable Law” means, with respect to any Person, any Law applicable to such Person, its assets, properties, operations or business.

“Beneficial Owner” or “Beneficially Own” has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance).

“Blackout Period” means in the event that the Company determines in good faith that the registration or sale of Registrable Securities would reasonably be expected to materially adversely affect or materially interfere with any bona fide material financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been, and is not otherwise required to be, disclosed to the public, the premature disclosure of which would materially adversely affect the Company, a period of up to 60 days; provided, that a Blackout Period may not occur more than twice in any period of 12 consecutive months and no more than 60 days in a 180 day period.

“Business Day” means a day on which banks are generally open for normal business in New York, New York, which day is not a Saturday or a Sunday.

“Commission” means the Securities and Exchange Commission or any other federal agency administering the Securities Act.

“Company” has the meaning set forth in the preamble.

“Company Common Stock” has the meaning set forth in the recitals.

“Demand” has the meaning set forth in Section 1.1(a).

“Demand Registration” has the meaning set forth in Section 1.1(a).

“Demand Stockholder” means any Sponsor that holds Registrable Securities.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Form S-3” has the meaning set forth in Section 1.3(a).

“Free Writing Prospectus” has the meaning set forth in Section 1.6(a)(iv).

“Governmental Authority” means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or applicable exchange or self-regulatory organization, including FINRA.

“Law” means any federal, state, provincial, local, municipal, foreign, international, multinational or other order, judgment, decree, constitution, law, ordinance, regulation, statute, treaty, code, rule, by-law, writ, injunction, decision, arbitration award, franchise, license, agency requirement, permit or other award of any Governmental Authority, or any policy, guideline, notice or protocol, in each case, to the extent that it has the force of law.

“Losses” has the meaning set forth in Section 1.9(a).

“Marketed Underwritten Shelf Offering” has the meaning set forth in Section 1.3(e).

“Merger Agreement” has the meaning set forth in the recitals.

“Other Demanding Sellers” has the meaning set forth in Section 1.2(b).

“Other Proposed Sellers” has the meaning set forth in Section 1.2(b).

“Permitted Transferee” means, with respect to any Sponsor, any affiliate of such Sponsor that executes a joinder hereto and becomes a party to the Support and Standstill Agreement (as defined in the Merger Agreement) to which such Sponsor is a party.

“Person” means any natural person or any corporation, partnership, limited liability company, association, trust or other entity or organization, including any Governmental Authority.

“Piggyback Notice” has the meaning set forth in Section 1.2(a).

“Piggyback Registration” has the meaning set forth in Section 1.2(a).

“Piggyback Seller” has the meaning set forth in Section 1.2(a).

“Records” has the meaning set forth in Section 1.6(a)(xi).

“Registrable Amount” means an amount of Registrable Securities having an aggregate value of at least \$500 million (based on the anticipated offering price (as reasonably determined in good faith by the Company)), without regard to any underwriting discount or commission.

“Registrable Securities” means the Shares held by the Sponsors immediately following the effective time of the Mergers and any shares of Company Common Stock received by the Sponsors in respect of the Shares in connection with any stock split or subdivision, stock dividend, distribution or similar transaction; provided, that any such Shares shall cease to be Registrable Securities when (i) they are sold by the Sponsors pursuant to an effective registration statement under the Securities Act, (ii) they have been sold by the Sponsors pursuant to Rule 144 under the Securities Act or (iii) they shall have ceased to be outstanding.

“Requested Information” has the meaning set forth in Section 1.8(a).

“Requesting Stockholders” has the meaning set forth in Section 1.1(a).

“Restricted Period” has the meaning set forth in Section 1.1(a).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Stockholders” has the meaning set forth in Section 1.6(a)(i).

“Shares” has the meaning set forth in the recitals.

“Shelf Notice” has the meaning set forth in Section 1.3(a).

“Shelf Offering” has the meaning set forth in Section 1.3(e).

“Shelf Registration Statement” has the meaning set forth in Section 1.3(a).

“Sponsors” means (a) each of the Persons whose name appears on the signature pages hereto, (b) any Permitted Transferee of any of the Persons referenced in clause (a) to which Shares are transferred by such Person referenced in clause (a) and (c) any Permitted Transferee of any of the Persons included in clause (b) of this definition to which Shares are transferred by such Person.

“Take-Down Notice” has the meaning set forth in Section 1.3(e).

“Underwritten Offering” means a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

2.2. Interpretation. Whenever used herein, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, and the words “hereof” and “herein” and similar words shall be construed as references to this Agreement as a whole and not limited to the particular Article, Section, Annex, Exhibit or Schedule in which the reference appears. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Annexes, Exhibits and Schedules mean the Articles, Sections and Annexes of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. References to “\$” or “dollars” means United States dollars. Any reference in this Agreement to any gender shall include all genders. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. The Annexes, and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings of the Articles and Sections are for convenience of reference only and do not affect the interpretation of any of the provisions hereof. If, and as often as, there is any change in the outstanding shares of Company Common Stock by reason of stock dividends, splits, reverse splits, spin-offs, split-ups, mergers, reclassifications, reorganizations, recapitalizations, combinations or exchanges of shares and the like, appropriate adjustment shall be made in the provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the rights and obligations set forth herein that continue to be applicable on the date of such change. No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel.



ARTICLE III

MISCELLANEOUS

3.1. Term. This Agreement will be effective as of effective time of the Mergers and shall terminate (i) on the earliest of (a) the date on which the Merger Agreement is terminated in accordance with its terms without the Mergers having been consummated, (b) the fourth anniversary of the date on which the Mergers are consummated, and (c) the date when the Demand Stockholders Beneficially Own in the aggregate Shares constituting less than 3% of the outstanding shares of Company Common Stock, or (ii) with respect to any or all of the Sponsors, by written notice at any time by such Sponsor or Sponsors to the Company; provided, that in the event of any termination pursuant to this clause (ii), any such Sponsor or Sponsors shall not sell any Shares during any Blackout Period pending at the time of such termination. Sections 1.9 and Articles II and III shall survive any termination.

3.2. Notices. All notices, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by hand delivery, by prepaid overnight courier (providing written proof of delivery), by confirmed email transmission or by certified or registered mail (return receipt requested and first class postage prepaid), addressed as follows:

(a) If to any Sponsor, to such Sponsor at the address indicated on Schedule A hereto, with a concurrent copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: William R. Dougherty, Esq.  
Elizabeth A. Cooper, Esq.  
Email: wdougherty@stblaw.com; ecooper@stblaw.com

(b) if to the Company, to:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204  
Attention: Michael P. Oates  
Marc M. Mayo  
Email: michael.oates@fisglobal.com; marc.mayo@fisglobal.com  
with a concurrent copy to (which shall not be considered notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Robert S. Rachofsky, Esq.  
Adam M. Turteltaub, Esq.  
Email: rrachofsky@willkie.com; aturteltaub@willkie.com

3.3. Amendments and Waivers. No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by (i) the Company and (ii) Sponsors Beneficially Owning a majority of the Shares then Beneficially Owned by all Sponsors. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

3.4. Successors and Assigns. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any attempted assignment in violation of this Section 3.4 shall be void.

3.5. Severability. It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under Applicable Law and public policies applied in each jurisdiction in which enforcement is sought. If any particular provision or portion of this Agreement shall be adjudicated to be invalid or unenforceable, such provision or portion thereof shall be deemed amended to the minimum extent necessary to render such provision or portion valid and enforceable, and such amendment will apply only with respect to the operation of such provision or portion in the particular jurisdiction in which such adjudication is made.

3.6. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that each party need not sign the same counterpart.

3.7. Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement), together with the Merger Agreement, the Support and Standstill Agreement and the Confidentiality Agreement (each as defined in the Merger Agreement), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

3.8. APPLICABLE LAW; JURISDICTION OF DISPUTES. THIS AGREEMENT AND ALL LITIGATION, CLAIMS, ACTIONS, SUITS, HEARINGS OR PROCEEDINGS (WHETHER CIVIL, CRIMINAL OR ADMINISTRATIVE AND WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE COMPANY OR THE SPONSORS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO HEREBY (A) EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

(PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THE PERSONAL JURISDICTION OF ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT) IN THE EVENT ANY DISPUTE ARISES OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT AND (C) AGREES THAT IT WILL NOT BRING ANY ACTION RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IN ANY COURT OTHER THAN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (PROVIDED, THAT IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, SUCH ACTION MAY BE BROUGHT ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT); PROVIDED THAT EACH OF THE PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY ANY UNITED STATES FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY DELAWARE STATE COURT IN ANY OTHER COURT OR JURISDICTION.

3.9. WAIVER OF JURY TRIAL. EACH OF THE COMPANY AND THE SPONSORS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE COMPANY OR THE SPONSORS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

3.10. Specific Performance. The parties hereto agree that monetary damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is expressly agreed that the parties hereto shall be entitled to equitable relief, including injunctive relief and specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or in equity.

3.11. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns; provided, that the Persons indemnified under Section 1.9 are intended third party beneficiaries of Section 1.9.

3.12. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that any party hereto may be a partnership or limited liability company, each party hereto, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the named parties hereto shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or in respect of any oral representations made or alleged to be made in connection herewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or employee of any Sponsor (or any of their heirs, successors or permitted assigns), or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited

partner, stockholder, manager or member of any of the foregoing Persons, but in each case not including the named parties hereto (each, a “Non-Liable Person”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such party against any Non-Liable Person, by the enforcement of any assignment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Applicable Law or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Liable Person, as such, for any obligations of the applicable party under this Agreement or the transactions contemplated hereby, in respect of any oral representations made or alleged to have been made in connection herewith or therewith or for any claim (whether in tort, contract or otherwise) based on, in respect of or by reason of, such obligations or their creation.

*[The remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Gary A. Norcross

Name: Gary A. Norcross

Title: President and Chief Executive Officer

*[Signature Page to Registration Rights Agreement]*

**BAIN CAPITAL INTEGRAL INVESTORS, LLC**

By: Bain Capital Investors, LLC,  
its administrative member

By: \_\_\_\_\_ \*

Name: Ian K. Loring  
Title: Managing Director

**BCIP TCV, LLC**

By: Bain Capital Investors, LLC,  
its administrative member

By: \_\_\_\_\_ \*

Name: Ian K. Loring  
Title: Managing Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Ian K. Loring  
Name: Ian K. Loring

*[Signature Page to Registration Rights Agreement]*

**BLACKSTONE CAPITAL PARTNERS IV L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE CAPITAL PARTNERS IV-A L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE FAMILY INVESTMENT PARTNERSHIP IV-A L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE PARTICIPATION PARTNERSHIP IV L.P.**

By: Blackstone Management Associates IV L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE GT COMMUNICATIONS PARTNERS L.P.**

By: Blackstone Communications Management Associates I L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

**BLACKSTONE FAMILY COMMUNICATIONS PARTNERSHIP L.P.**

By: Blackstone Communications Management Associates I L.L.C., its General Partner

By: \_\_\_\_\_ \*  
Name: David L. Johnson  
Title: Authorized Person

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ David L. Johnson  
Name: David L. Johnson

**GS CAPITAL PARTNERS 2000, L.P.**

By: GS Advisors 2000, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS 2000 EMPLOYEE FUND, L.P.**

By: GS Employee Funds 2000 GP, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS 2000 OFFSHORE, L.P.**

By: GS Advisors 2000, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GOLDMAN SACHS DIRECT INVESTMENT FUND 2000, L.P.**

By: GS Employee Funds 2000 GP, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Vice President

**GS CAPITAL PARTNERS V OFFSHORE FUND, L.P.**

By: GSCP V Offshore Advisors, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V FUND, L.P.**

By: GSCP V Advisors, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V INSTITUTIONAL, L.P.**

By: GS Advisors V, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS V GMBH & CO. KG**

By: GS Advisors V L.L.C.,  
its Managing Limited Partner

By: \_\_\_\_\_ \*  
Name: Sanjeev Mehra  
Title: Managing Director

**GS CAPITAL PARTNERS 2000 GMBH & CO. BETEILIGUNGS KG**

By: Goldman, Sachs Management GP GmbH, its General Partner

By: /s/ Michael Schramm  
Name: Michael Schramm  
Title: Managing Director

By: /s/ Dr. Arne Lawall  
Name: Dr. Arne Lawall  
Title: Executive Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Sanjeev Mehra  
Name: Sanjeev Mehra

*[Signature Page to Registration Rights Agreement]*



**KKR MILLENNIUM FUND L.P.**

By: KKR Associates Millennium L.P.,  
its General Partner

By: KKR Millennium GP LLC,  
its General Partner

By: \_\_\_\_\_ \*  
Name: William J. Janetschek  
Title: Chief Financial Officer

**KKR PARTNERS III, L.P.**

By: KKR GP III LLC,  
its General Partner

By: \_\_\_\_\_ \*  
Name: William J. Janetschek  
Title: Chief Financial Officer

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ William J. Janetschek  
Name: William J. Janetschek

*[Signature Page to Registration Rights Agreement]*

**PROVIDENCE EQUITY PARTNERS V LP**

By: Providence Equity GP V LP,  
its General Partner  
By: Providence Equity Partners V L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: R. Davis Noell  
Title: Authorized Signatory

**PROVIDENCE EQUITY PARTNERS V-A LP**

By: Providence Equity GP V LP,  
its General Partner  
By: Providence Equity Partners V L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: R. Davis Noell  
Title: Authorized Signatory

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ R. Davis Noell  
Name: R. Davis Noell

*[Signature Page to Registration Rights Agreement]*

**SILVER LAKE PARTNERS II, L.P.**

By: Silver Lake Technology Associates II, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Greg Mondre  
Title: Managing Director

**SILVER LAKE TECHNOLOGY INVESTORS II, L.P.**

By: Silver Lake Technology Associates II, L.L.C.,  
its General Partner

By: \_\_\_\_\_ \*  
Name: Greg Mondre  
Title: Managing Director

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Greg Mondre  
Name: Greg Mondre

*[Signature Page to Registration Rights Agreement]*

**TPG PARTNERS IV, L.P.**

By: TPG GenPar IV, L.P., its General Partner  
By: TPG Advisors IV, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**T3 PARTNERS II, L.P.**

By: T3 GenPar II, L.P., its General Partner  
By: T3 Advisors II, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**T3 PARALLEL II, L.P.**

By: T3 GenPar II, L.P., its General Partner  
By: T3 Advisors II, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**TPG SOLAR III LLC**

By: TPG Partners III, L.P., its Managing Member  
By: TPG GenPar III, L.P., its General Partner  
By: TPG Advisors III, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

**TPG SOLAR CO-INVEST LLC**

By: TPG GenPar IV, L.P., its Managing Member  
By: TPG Advisors IV, Inc., its General Partner

By: \_\_\_\_\_ \*

Name: Clive D. Bode  
Title: Vice President

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

/s/ Clive D. Bode  
Name: Clive D. Bode

*[Signature Page to Registration Rights Agreement]*

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

WELLS FARGO SECURITIES, LLC  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
10 S. Wacker Drive, 22nd floor  
Chicago, IL 60606

August 12, 2015

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204

Attention: Jason Couturier  
SVP of Finance and Treasurer

**Project Seahawk**  
**Bridge Facility Commitment Letter**

Ladies and Gentlemen:

You have advised Bank of America, N.A. ("**Bank of America**"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**MLPFS**", which term shall include, in each case, MLPFS's designated affiliate for any purpose hereunder), Wells Fargo Bank, National Association ("**Wells Fargo Bank**") and Wells Fargo Securities, LLC ("**Wells Fargo Securities**" and, together with Bank of America, MLPFS and Wells Fargo Bank, the "**Commitment Parties**", "**we**" or "**us**") that you (the "**Borrower**") intend to acquire (the "**Acquisition**"), directly or indirectly, the entity identified to us by you as "Seahawk", a Delaware corporation (the "**Acquired Company**"). You have further advised us that, in connection with the foregoing, you and the newly formed entities referred to in the Transaction Description attached hereto as Exhibit A (the "**Transaction Description**") intend to consummate the other Transactions described in the Transaction Description, including the provision to you of the Bridge Facility (as defined below), after which the Acquired Company will be a wholly-owned subsidiary of the Borrower. In connection with the foregoing, you have also separately engaged us to (i) arrange a \$1.25 billion delayed-draw term facility on the terms separately agreed between you and us (the "**Delayed Draw Term Facility**", and the date upon which the credit documentation in respect of such Delayed Draw Term Facility has been entered into and has become effective, the "**Term Facility Effective Date**") and (ii) seek required lender consents to an amendment (the "**Amendment**", and the effective date of such Amendment, the "**Amendment Effective Date**") to the Fifth Amended and Restated Credit Agreement, dated as of December 18, 2014, among you, the other borrowers from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders, swing line lenders and L/C issuers from time to time party thereto (the "**Existing Credit Agreement**" and as amended by the Amendment, the "**Amended Credit Agreement**") on the terms specified in the Summary of Amendment Terms (as defined below).

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

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

1. **Commitments.** In connection with the foregoing, (a)(i) each of Bank of America and Wells Fargo Bank is pleased to advise you of its several commitment to provide 60% and 40% of Tranche A of the Bridge Facility respectively, (ii) each of Bank of America and Wells Fargo Bank is pleased to advise you of its several commitment to provide 60% and 40% of Tranche B of the Bridge Facility respectively and (iii) each of Bank of America and Wells Fargo Bank is pleased to advise you of its several commitment to provide 60% and 40% of Tranche C of the Bridge Facility respectively (in each case of clauses (i), (ii) and (iii) above, in such capacity, the “**Initial Lenders**”), (b) Bank of America is pleased to advise you of its willingness, and you hereby engage Bank of America, to act as the sole and exclusive administrative agent (in such capacity, the “**Administrative Agent**”) for the Bridge Facility, all upon and subject to the terms and conditions set forth in this Commitment Letter, (c) Wells Fargo Bank is pleased to advise you of its willingness, and you hereby engage Wells Fargo Bank, to act as a syndication agent for the Bridge Facility and (d) each of MLPFS and Wells Fargo Securities is also pleased to advise you of its willingness, and you hereby engage MLPFS and Wells Fargo Securities, to act as the joint lead arrangers and joint bookrunners (in such capacity, the “**Lead Arrangers**”) for the Bridge Facility, and in connection therewith to form a syndicate of lenders for the Bridge Facility (collectively, the “**Lenders**”) reasonably acceptable to you, including Bank of America and Wells Fargo Bank. It is understood and agreed that (x) MLPFS will have “lead left” placement on all marketing materials relating to the Bridge Facility and (y) no additional agents, co-agents or arrangers will be appointed and no other titles will be awarded with respect to the Bridge Facility without our and your mutual consent.

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

2. **Syndication.** The Lead Arrangers (x) intend to commence syndication of Tranche A of the Bridge Facility, (y) upon a determination by the Lead Arrangers that the Term Facility Effective Date is not likely to occur on or prior to the Closing Date (which determination shall be made on the 30<sup>th</sup> day following the date of this Commitment Letter (or such later date as may be agreed by the Lead Arrangers)), intend to commence syndication of the Tranche B of the Bridge Facility and (z) upon a determination by the Lead Arrangers that the Amendment Effective Date is not likely to occur on or prior to the Closing Date (which determination shall be made on the 30<sup>th</sup> day following the date of this Commitment Letter (or such later date as may be agreed by the Lead Arrangers)), intend to commence syndication of Tranche C of the Bridge Facility, in each case at any time after your acceptance of the terms of this Commitment Letter and the Fee Letter (as hereinafter defined); *provided, however*, that notwithstanding the assignment provisions in this Commitment Letter and anything else to the contrary contained herein, (a) until the date that is 60 days after the date hereof, the selection of Lenders by the Lead Arrangers shall be subject to the Borrower’s approval in its sole discretion and (b) following the date that is 60 days after the date hereof, if and for so long as a Successful Syndication (as defined in the Fee Letter) has not been achieved, the selection of Lenders by the Lead Arrangers shall be in consultation with the Borrower; *provided, further*, that such Lenders selected by the Lead Arrangers pursuant to this clause (b) shall be limited (unless otherwise consented to by the Borrower, such consent not to be unreasonably withheld or delayed) to commercial and investment banks, in each case, whose senior, unsecured, long-term indebtedness has an “investment grade” rating by not less than two of Moody’s (as defined below), S&P (as defined below) and Fitch Ratings Ltd. (other than (i) certain competitors of the Acquired Company and its subsidiaries identified in writing from time to time or (ii) institutions designated in writing by you at any time on or prior to the date of this Commitment Letter (such competitors and institutions (including their respective named affiliates designated in writing from time to time or otherwise clearly identifiable as

affiliates solely on the basis of their name (other than bona fide fixed income investors or debt funds unless designated in writing on or prior to the date hereof)) collectively, the “**Disqualified Institutions**”; provided that any supplementation after the date hereof under clause (i) above shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Bridge Facility). Each Initial Lender’s commitment hereunder shall be reduced dollar-for-dollar on a pro rata basis as and when commitments for the Bridge Facility are received from Lenders selected in accordance with this Section 2, to the extent that each such Lender becomes party to the Credit Documentation as a “Lender” (including, pursuant to an assignment and assumption agreement executed pursuant to the Credit Documentation) or otherwise party to this Commitment Letter pursuant to documentation reasonably satisfactory to the Lead Arrangers and you (collectively, “**Joinder Documentation**”).

You agree, upon the request of the Lead Arrangers, to assist, and to use your commercially reasonable efforts to cause the Acquired Company and its subsidiaries to assist, the Lead Arrangers in achieving a syndication of the Bridge Facility that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include (a) your assisting (and your using your commercially reasonable efforts to cause the Acquired Company to assist) in the preparation of a customary confidential information memorandum and lender presentation with respect to the Bridge Facility and other marketing materials reasonably requested by the Lead Arrangers to be used in connection with the syndication of the Bridge Facility (collectively, the “**Information Materials**”), subject in all respects to the limitations on your rights to request such information concerning the Acquired Company and its subsidiaries as set forth in the Acquisition Agreement, (b) your using your commercially reasonable efforts to assist the Lead Arrangers such that their syndication efforts benefit from your existing banking relationships and the existing banking relationships of the Acquired Company, (c) your using your commercially reasonable efforts to obtain prior to the Closing Date, public corporate credit or family ratings of the Borrower after giving effect to the Transactions and public ratings for the New Notes and the Seahawk Notes (if remaining outstanding as of the Closing Date) from Moody’s Investors Service, Inc. (“**Moody’s**”) and Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (“**S&P**”) (collectively, the “**Ratings**”), (d) your agreeing that during the Syndication Period there shall be no competing offering, placement or arrangement of any syndicated bank financing or underwritten or privately placed debt securities by or on behalf of the Borrower or any of its subsidiaries, in each case that would reasonably be expected to materially and adversely impair the primary syndication of the Bridge Facility (other than (i) the Amendment, (ii) the New Notes, (iii) the New Term Loans and (iv) any borrowing under the Existing Credit Agreement) and (e) your making your senior management and advisors available, and, upon request of the Lead Arrangers, using your commercially reasonable efforts to make the senior management and advisors of the Acquired Company available, from time to time to attend and make presentations regarding the business of the Borrower, the Acquired Company and their respective subsidiaries, as appropriate, at one or more meetings of, or conference calls with, existing or prospective Lenders, as applicable, in all cases at times and locations to be mutually agreed (it being understood as of the date hereof that no formal in-person bank meeting is expected for the syndication of the Bridge Facility). Without limiting your obligations to assist with syndication efforts as set forth above, and notwithstanding anything to the contrary herein or in the Fee Letter, the Commitment Parties acknowledge and agree that neither the commencement nor the completion of the syndication of the Bridge Facility (including a Successful Syndication), nor the obtaining of the Ratings, nor any other provision of this paragraph shall constitute a condition precedent to the availability and initial funding of the Bridge Facility on the Closing Date.

It is understood and agreed that the Lead Arrangers will manage and control all aspects of the syndication of the Bridge Facility in consultation with you, including decisions as to the selection (subject to the foregoing provisions of this Section 2) of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Bridge Facility will receive compensation from you in order to obtain its commitment, except on the terms contained herein and in the

Summary of Terms. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the discretion of the Lead Arrangers in consultation with you, subject to the terms and provisions of the Fee Letter.

**3. Information Requirements.** You hereby represent that, to your knowledge with respect to the Acquired Company and its subsidiaries, (a) all written information concerning you and your subsidiaries and the Acquired Company and its subsidiaries, other than Projections (as defined below), other forward-looking information and information of a general economic or industry-specific nature, if any, which has been or is hereafter made available to the Lead Arrangers or any of the Lenders by you or any of your representatives (or on your or their behalf) in connection with the transactions contemplated hereby (the “**Information**”), when taken as a whole, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading (after giving effect to all supplements and updates thereto from time to time), and (b) all financial projections concerning the Borrower, the Acquired Company and their respective subsidiaries that have been or are hereinafter made available to the Lead Arrangers by you or on behalf of you or any of your representatives (the “**Projections**”) have been or will be prepared in good faith and to management’s knowledge and belief have been or will be based upon assumptions believed by you to be reasonable at the time such Projections are furnished to the Lead Arrangers (it being understood that Projections are subject to significant uncertainty and contingencies many of which are beyond your control, and no assurance can be given that the Projections will be realized, and that actual results may differ from projected results and that such differences may be material). You agree that if, at any time from the date hereof until the earlier of (A) the achievement of a Successful Syndication and (B) 60 days following the Closing Date (such period, the “**Syndication Period**”) (or, if later, the Closing Date), you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or the Projections were being furnished and such representation were being made at such time, you will (or, prior to the Closing Date with respect to Information and Projections concerning the Acquired Company and its subsidiaries, you will, subject to the limitations on your rights as set forth in the Acquisition Agreement, use commercially reasonable efforts to) furnish us with supplements to the Information and the Projections, in each case from time to time, so that the representation in the preceding sentence remain correct in all material respects; provided that such supplementation shall cure any breach of such representation. In accepting this commitment and in syndicating the Bridge Facility, the Lead Arrangers are and will be using and relying on the Information and the Projections without independent verification thereof.

You acknowledge that the Commitment Parties on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on SyndTrak. In addition, if in connection with any syndication of the Bridge Facility, the Lead Arrangers request, you will assist in preparing Information Materials suitable for distribution to any prospective Lender (each, a “**Public Lender**”) that has personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities laws, “**MNPI**”) with respect to the Companies, their respective affiliates or any other entity, or the respective securities of any of the foregoing. You agree, however, that the Credit Documentation (as hereinafter defined) will contain provisions concerning Information Materials to be provided to Public Lenders and the absence of MNPI therefrom. Prior to distribution of Information Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination thereof (which shall include (a) customary exculpation language and (b) reasonable limitations with respect to the dissemination of Information Materials to Public Lenders).



#### 4. Fees, Reimbursements and Indemnities.

(a) You agree to pay the fees set forth in the separate fee letter addressed to you dated the date hereof from the Commitment Parties (the "**Lead Arranger Fee Letter**") and the fee letter addressed to you dated as of from Bank of America and MLPFS (the "**Agency Fee Letter**", and together with the Lead Arranger Fee Letter, the "**Fee Letter**"). You further agree to reimburse the Initial Lenders and the Lead Arrangers from time to time promptly after demand for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, reasonable due diligence expenses and CUSIP fees for registration with the Standard & Poor's CUSIP Service Bureau) incurred in connection with the Bridge Facility, the syndication thereof, the preparation of the definitive documentation therefor and the other transactions contemplated hereby (but limited, in the case of legal fees and expenses, whether or not the Closing Date occurs, to the reasonable and documented out-of-pocket fees and expenses of one counsel, which shall be Davis Polk & Wardwell LLP, as counsel for the Administrative Agent, the Initial Lenders and the Lead Arrangers, taken as a whole) and in all other cases, if the Closing Date occurs (or in the case that the Closing Date does not occur, limited to (i) up to \$20,000 in the aggregate for Bank of America and MLPFS and (ii) up to \$10,000 in the aggregate for Wells Fargo Bank and Wells Fargo Securities). You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

(b) You agree to indemnify and hold harmless each of the Commitment Parties (other than, with respect to MLPFS, in its capacity as the buy-side financial advisor to you), each Lender and each of their affiliates and their respective officers, directors, employees, agents, advisors and other representatives (each, an "**Indemnified Party**") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees and expenses of one counsel, representing all of the Indemnified Parties, taken as a whole (except to the extent that any Indemnified Party reasonably determines that separate counsel is necessary to avoid a conflict of interest)) that may be incurred by or asserted or awarded against any Indemnified Party within 30 days following written demand therefor setting forth in reasonable detail a description of such claims, damages, losses, liabilities and expenses, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter or (b) the Bridge Facility or any use made or proposed to be made with the proceeds thereof, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (x) such Indemnified Party's material breach of this Commitment Letter, the Fee Letter or any of the Credit Documentation, gross negligence, bad faith or willful misconduct (but in the case of any such material breach, only if the claim of such material breach is brought by you) or (y) disputes solely among Lenders not involving any act or omission of you or your subsidiaries (other than any Proceeding (as defined below) against any Commitment Party solely in its capacity or in fulfilling its role as Administrative Agent or Lead Arranger or similar role in connection with the Bridge Facility). In the case of an investigation, litigation or proceeding (any of the foregoing, a "**Proceeding**") to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. It is agreed that no party hereto shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any other party or such party's subsidiaries or affiliates or to its or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence,

bad faith or willful misconduct; *provided*, that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth hereinabove to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such indemnified person is entitled to indemnification hereunder. Notwithstanding any other provision of this Commitment Letter, no party hereto shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, unless such damages are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct. You shall not, without the prior written consent of an Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceeding against an Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault.

**5. Conditions to Financing.** The commitments of the Initial Lenders in respect of the Bridge Facility and the undertaking of the Lead Arrangers to provide the services described herein are subject only to the satisfaction of each of the conditions set forth in Exhibit D hereto under the heading "Conditions Precedent to Closing", it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letter and the Credit Documentation) other than such conditions (and upon satisfaction or waiver of such conditions, the initial funding under the Bridge Facility shall occur). Notwithstanding anything in this Commitment Letter, the Fee Letter, the definitive documentation with respect to the Bridge Facility (the "**Credit Documentation**") or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations relating to you, your subsidiaries, the Acquired Company, its subsidiaries and its businesses the accuracy of which shall be a condition to the availability of the Bridge Facility on the Closing Date shall be (i) the representations made by or with respect to the Acquired Company and its subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or any of its subsidiaries has the right (taking into account any applicable cure provisions) to terminate its obligations under the Acquisition Agreement, or to decline to consummate the Acquisition pursuant to the Acquisition Agreement (as hereinafter defined), as a result of a breach of such representations in the Acquisition Agreement (the "**Acquisition Agreement Representations**") and (ii) the Specified Representations (as hereinafter defined) and (b) the terms of the Credit Documentation shall be in a form such that they do not impair the availability or funding of the Bridge Facility on the Closing Date if the applicable conditions set forth in Exhibit D hereto under the heading "Conditions Precedent to Closing" are satisfied (or waived by the Commitment Parties). For purposes hereof, "**Specified Representations**" means the representations and warranties in the Credit Documentation relating to the Borrower's corporate status; the Borrower's corporate power and authority to enter into the Credit Documentation; due authorization, execution, delivery by the Borrower and enforceability of the Credit Documentation; no conflicts of the Credit Documentation with, or require consent under, the Borrower's charter documents; solvency as of the Closing Date (after giving effect to the Acquisition); Federal Reserve margin regulations; the use of proceeds not violating OFAC / FCPA; the USA Patriot Act and the Investment Company Act. This paragraph shall be referred to herein as the "**Limited Conditionality Provisions**".

**6. Confidentiality and Other Obligations.** This Commitment Letter and the Fee Letter and the contents hereof and thereof are confidential and, except (1) for disclosure hereof or thereof to your board of directors, officers, employees, accountants, attorneys and other professional advisors retained by you in connection with the Bridge Facility, in each case, on a confidential basis, (2) for disclosure hereof or thereof (and, in the case of the Fee Letter, redacted in a manner reasonably satisfactory to the Lead Arrangers) to the Acquired Company and its subsidiaries and the officers, employees, accountants, attorneys

and other professional advisors of the Acquired Company and its subsidiaries, in each case, on a confidential basis or (3) for disclosure hereof or thereof upon request or demand of any regulatory authority having jurisdiction over you or as otherwise required by law, regulation or compulsory legal process (in which case you agree to inform us promptly thereof to the extent not prohibited by law, rule or regulation), may not be disclosed in whole or in part to any person or entity without our prior written consent (which consent shall not be unreasonably withheld); *provided*, however, it is understood and agreed that (i) you may disclose this Commitment Letter (including the Summary of Terms) but not the Fee Letter after your acceptance of this Commitment Letter and the Fee Letter, (A) in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges (or as a result of compliance by you with certain indentures governing your indebtedness) and (B) to rating agencies on a confidential basis, (ii) the fee and other amounts herein and in the Fee Letter may be reflected in your financial statements as part of the aggregate expenses in connection with the transactions contemplated hereby and may otherwise be disclosed as part of projections, pro forma information and a generic disclosure of aggregate sources and uses and (iii) you may disclose this Commitment Letter (including the Summary of Terms) and the Fee Letter to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter. Notwithstanding the foregoing, you may make public announcements of the Transactions and disclose the existence of the commitments and undertakings made hereunder and the respective roles of the Lead Arrangers and the Initial Lenders in connection with the Transactions after your acceptance of this Commitment Letter and the Fee Letter; *provided* that you agree to consult with the Lead Arrangers with respect to any portions of any announcement that name, or provide information that would readily permit identification of, any Lead Arranger or Initial Lender. This paragraph shall terminate (as it relates to the Commitment Letter but not as it relates to the Fee Letter) on the eighteen month anniversary of the date hereof.

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

You acknowledge that the Commitment Parties or their affiliates may be providing financing or other services to parties whose interests may conflict with yours. In particular, you acknowledge that MLPFS is acting as a buy-side financial advisor to you in connection with the Acquisition. You agree not to assert or allege any claim based on actual or potential conflict of interest arising or resulting from, on the one hand, the engagement of MLPFS in such capacity and the obligations of Bank of America and MLPFS hereunder, on the other hand. The Commitment Parties agree that they will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating to the Companies and their respective affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that they have obtained or may obtain from any other customer.

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

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

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

**8. Miscellaneous.** This Commitment Letter and the Fee Letter may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page to this Commitment Letter or the Fee Letter by telecopier, facsimile or other electronic transmission (e.g., a “pdf” or “tiff”) shall be effective as delivery of a manually executed counterpart thereof. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Commitment Letter or the Fee Letter.

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

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

Except as otherwise provided above in Section 2, this Commitment Letter is not assignable by any party hereto without the prior written consent of each other party hereto and is intended to be solely for the benefit of the parties hereto and, solely to the extent provided above, the Indemnified Parties.

Please indicate your acceptance of the terms of the Bridge Facility set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter, the

Fee Letter, and paying the fees specified in the Fee Letter to be payable upon acceptance of this Commitment Letter with respect to the Bridge Facility by wire transfer of immediately available funds to the account specified by us, not later than 11:59 p.m. (New York City time) on August 12, 2015 (or such later date as agreed by the Lead Arrangers), whereupon the undertakings of the parties with respect to the Bridge Facility shall become effective to the extent and in the manner provided hereby. This offer shall terminate with respect to the Bridge Facility if not so accepted by you at or prior to that time. Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (a) the Termination Date (as defined in the Acquisition Agreement in effect on the date hereof without giving effect to any amendment thereto or consent thereunder), unless the Closing Date occurs on or prior thereto, (b) the execution of the Credit Documentation, (c) the closing of the Acquisition without the use of the Bridge Facility, (d) the termination or expiration of the Acquisition Agreement or (e) receipt by Lead Arrangers of written notice from the Borrower of its election to terminate all commitments under the Bridge Facility in full.

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

[The remainder of this page intentionally left blank.]

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

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Dominic Malleo

Name: Dominic Malleo

Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By: /s/ Jonathan Mullen

Name: Jonathan Mullen

Title: Managing Director

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Tracy Moosbrugger

Name: Tracy Moosbrugger

Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Timothy Houlahan

Name: Timothy Houlahan

Title: Managing Director

[Signature Page to Bridge Commitment Letter]

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

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Jason Couturier

Name: Jason Couturier

Title: Senior Vice President of Finance and Treasurer

[Signature Page to Bridge Commitment Letter]



## TRANSACTION DESCRIPTION

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

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

1. The Borrower intends to establish Seahawk Merger Sub 1, Inc. ("**Merger Sub 1**"), a newly formed Delaware corporation and a wholly-owned subsidiary of the Borrower, Seahawk Merger Sub, LLC ("**Merger Sub 2**"), a newly-formed Delaware limited liability company and a wholly-owned subsidiary of the Borrower, and Seahawk Merger Sub 3, Inc. ("**Merger Sub 3**", and, together with Merger Sub 1 and Merger Sub 2, "**Merger Subs**"), a newly-formed Delaware corporation and a wholly-owned subsidiary of the Borrower, in order to effectuate the Mergers pursuant to and as defined in the Acquisition Agreement.
2. In connection with the Acquisition, the Borrower intends to (a) issue senior unsecured notes through one or more public offerings or private placements (the "**New Notes**") and/or enter into an unsecured term loan facility (the "**New Term Facility**" and the loans thereunder, the "**New Term Loans**"), (b) obtain an amendment (the "**Amendment**") to the Existing Credit Agreement substantially consistent with the terms described in Exhibit C to the Commitment Letter (as so amended, the "**Amended Credit Agreement**" and the effective date of the Amendment, the "**Amendment Effective Date**"), and borrow revolving loans under the Amended Credit Agreement, (c) obtain in lieu of some or all of the financings described in clauses (a) and (b) above, a senior unsecured bridge loan facility described in Exhibit B to the Commitment Letter (the "**Bridge Facility**"), in an aggregate principal amount of (x) \$1.35 billion (such amount referred to herein as the "**Tranche A of the Bridge Facility**") plus (y) \$1.25 billion (such amount referred to herein as the "**Tranche B of the Bridge Facility**") plus (z) if the Amendment Effective Date fails to occur on or prior to the Closing Date, \$4.3 billion (such amount referred to herein as the "**Tranche C of the Bridge Facility**"), which amount shall primarily be used to finance the Acquisition on the Closing Date and to refinance obligations under the Existing Credit Agreement and any excess may be drawn on the Closing Date for general corporate and working capital purposes and (d) at its election, provide a new parent guaranty of certain existing senior and senior subordinated notes of the Acquired Companies to the extent such notes remain outstanding as of the Closing Date (the "**Seahawk Notes**" and, as so guaranteed, the "**Rollover Seahawk Notes**").
3. The Borrower will (a) issue an agreed amount of its common stock (the "**Borrower Stock**") for distribution to the shareholders of the Acquired Company as partial merger consideration (the "**Borrower Stock Contribution**") and (b) apply the proceeds of the financings described in paragraph 2 above, together with cash on hand, to (i) pay, directly or indirectly, the aggregate consideration in respect of all of the issued and outstanding equity interests of the Acquired Company and Seahawk Capital Corp II in accordance with the terms of the Acquisition Agreement and (ii) to repay in full, directly or indirectly, the existing senior secured credit facilities and secured receivables facilities of the Acquired Companies (such repayment,

the "**Refinancing**"). The Borrower may use the proceeds of the financings described in paragraph 2 above, together with cash on hand, to repay or defease some or all of the Seahawk Notes on or after the Closing Date. The Borrower will cause the Mergers to occur pursuant to the Acquisition Agreement.

4. The Borrower will, directly or indirectly, pay the costs and expenses related to the Acquisition and the other Transactions referred to in this Exhibit A.

Exhibit A-2

**SUMMARY OF TERMS AND CONDITIONS  
BRIDGE FACILITY**

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

- BORROWER:** Fidelity National Information Services, Inc., a Georgia corporation (the “**Borrower**”).
- FACILITY:** A 364-day senior unsecured bridge facility (the “**Bridge Facility**”; the loans thereunder, the “**Bridge Loans**”) in an aggregate principal amount of (x) \$1.35 billion (such amount referred to herein as “**Tranche A of the Bridge Facility**”) plus (y) \$1.25 billion (such amount referred to herein as “**Tranche B of the Bridge Facility**”) plus (z) until the Amendment Effective Date occurs, \$4.3 billion (such amount referred to herein as “**Tranche C of the Bridge Facility**”).
- ADMINISTRATIVE AGENT:** Bank of America, N.A. (the “**Administrative Agent**”) will act as sole and exclusive administrative agent.
- SYNDICATION AGENT:** Wells Fargo Bank, National Association will act as a syndication agent.
- JOINT LEAD ARRANGERS AND  
JOINT BOOK MANAGERS:** Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC (collectively, the “**Lead Arrangers**”) will act as joint lead arrangers and joint bookrunners.
- LENDERS:** A syndicate of financial institutions (including Bank of America, N.A. and Wells Fargo Bank, National Association) arranged by the Lead Arrangers, which institutions shall be reasonably acceptable to the Borrower (the “**Lenders**”).
- PURPOSE:** At the Closing Date, the proceeds of the Bridge Facility shall finance, in part, the Acquisition, the Refinancing, the refinancing of all obligations under the Existing Credit Agreement (if the Amendment Effective Date fails to occur on or prior to the Closing Date), the costs and expenses related to the Transactions and any amount of the Tranche C of the Bridge Facility not needed for such purposes on the Closing Date may be used for general corporate and working capital purposes.
- AVAILABILITY:** The Bridge Facility is available for a single drawing to be made on the date of consummation of the Acquisition (such date, the “**Closing Date**”), which shall occur on or prior to the Termination Date (as defined in the Acquisition Agreement in effect on the date of the Commitment Letter without giving effect to any amendment thereto or consent thereunder). Amounts borrowed under the Bridge Facility that are repaid or prepaid may not be reborrowed.
- MATURITY AND AMORTIZATION:** The Bridge Facility shall terminate and all amounts outstanding thereunder shall be due and payable 364 days following the Closing Date and shall require no scheduled amortization.

**SECURITY:**

Unsecured

**GUARANTEES:**

The issuer of the Seahawk Notes shall provide a guaranty on the Closing Date unless (a) the aggregate outstanding principal amount of the Seahawk Notes is \$1.25 billion or less on the Closing Date or (b) the issuer has issued an irrevocable redemption notice to the holders of the Seahawk Notes on or prior to the Closing Date, the effect of which redemption shall decrease the aggregate outstanding principal amount of the Seahawk Notes to \$1.25 billion or less, which guaranty shall automatically become effective on the 90<sup>th</sup> day following the Closing Date, if more than \$1.25 billion in aggregate principal amount of Seahawk Notes remain outstanding on such 90<sup>th</sup> date; provided that such guaranty shall automatically terminate (and not be subject to reinstatement) if (x) the aggregate outstanding principal amount of the Seahawk Notes is \$1.25 billion or less and (y) such issuer is not a guarantor of any material indebtedness for borrowed money of the Borrower that is not otherwise being released simultaneously.

**INTEREST RATE:**

As set forth in Addendum I.

**MANDATORY REPAYMENTS AND COMMITMENT REDUCTIONS:**

On or prior to the Closing Date, the commitments in respect of the Bridge Facility under the Commitment Letter or under the Credit Documentation (as applicable) shall be permanently reduced, and after the Closing Date, the Bridge Loans shall be prepaid, in each case, dollar-for-dollar by the following amounts (in each case subject to exceptions to be agreed):

(a) 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its subsidiaries (including insurance, casualty and condemnation proceeds) (other than net cash proceeds from all such non-ordinary course asset sales or other dispositions of property to the extent the aggregate amount of such net cash proceeds, together with the aggregate amount of net cash proceeds from all equity or equity-linked securities described in the corresponding parenthetical in paragraph (c) below, is less than \$150 million), subject to exceptions to be agreed, and subject to the right to reinvest 100% of such proceeds, if such proceeds are re-invested in assets used or useful for their business, including in permitted acquisitions or capital expenditures within 6 months of receipt, which net cash proceeds shall be applied to (x) before the Closing Date, first reduce Tranche A and Tranche B of the Bridge Facility on a pro rata basis, until the commitments in respect of both Tranche A and Tranche B of the Bridge Facility are reduced to zero, then reduce Tranche C of the Bridge Facility and (y) after the Closing Date, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of Bridge Loans outstanding thereunder;

(b) 100% of the net cash proceeds received from any issuance or incurrence of debt for borrowed money (including any New Notes, but not the Delayed Draw Term Facility), other than (i) any intercompany debt of the Borrower or any of its subsidiaries, (ii) any debt of the Borrower or any of its subsidiaries incurred under the Existing Credit Agreement, (iii) any working capital facilities (including receivables securitization facilities) of the Borrower or any of its subsidiaries, (iv) any commercial paper issued in the ordinary course of business, (v) capital leases or other debt issued or incurred to finance the acquisition of

fixed or capital assets and (vi) other debt for borrowed money to be agreed upon, which net cash proceeds shall be applied (x) before the Closing Date, first reduce Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce Tranche B of the Bridge Facility, until the commitments in respect thereof are reduced to zero and then reduce Tranche C of the Bridge Facility and (y) after the Closing Date, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of Bridge Loans outstanding thereunder;

(c) 100% of the net cash proceeds received from equity or equity-linked securities (in a public offering or private placement) by the Borrower or any of its subsidiaries (other than net cash proceeds from all such equity or equity-linked securities to the extent the aggregate amount of such net cash proceeds, together with the aggregate amount of net cash proceeds from all non-ordinary course asset sales or other dispositions of property described in the corresponding parenthetical in paragraph (a) above, is less than \$150 million), subject to exceptions and thresholds to be agreed upon including (i) equity interests or such other securities issued pursuant to employee stock plans or employee compensation plans or contributed to pension funds, (ii) equity interests or such other securities issued or transferred as consideration in connection with any acquisition, divestiture or joint venture arrangement and (iii) equity interests or such other securities issued to the Borrower or any of its subsidiaries, which net cash proceeds shall be applied to (x) before the Closing Date, first reduce Tranche A and Tranche B of the Bridge Facility on a pro rata basis, until the commitments in respect of both Tranche A and Tranche B of the Bridge Facility are reduced to zero, then reduce Tranche C of the Bridge Facility and (y) after the Closing Date, reduce each tranche of the Bridge Facility on a pro rata basis based on the amount of Bridge Loans outstanding thereunder;

(d) on the Term Facility Effective Date, the commitments under the executed definitive documentation in respect of the Delayed Draw Term Facility shall first reduce Tranche B of the Bridge Facility until the commitments in respect thereof are reduced to zero, then reduce the commitments in respect of Tranche A of the Bridge Facility until the commitments in respect thereof are reduced to zero and then reduce Tranche C of the Bridge Facility; and

(e)(i) on the Amendment Effective Date, commitments in respect of Tranche C of the Bridge Facility shall be automatically and permanently reduced to zero and (ii) if the Amendment Effective Date fails to occur on or prior to the Closing Date, unused commitments in respect of Tranche C of the Bridge Facility, after giving effect to borrowings thereunder by the Borrower on the Closing Date, shall be automatically and permanently reduced to zero.

#### **OPTIONAL PREPAYMENTS AND COMMITMENT REDUCTIONS:**

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

**CONDITIONS PRECEDENT TO CLOSING:**

Subject to the Limited Conditionality Provisions in all respects, the closing (and the funding) of the Bridge Facility will be subject only to satisfaction of the conditions precedent set forth in Exhibit D of the Commitment Letter.

**DOCUMENTATION:**

Subject to the Limited Conditionality Provisions in all respects, for purposes hereof, including the Commitment Letter and all attachments thereto, the term “substantially the same as the Existing Credit Agreement” and words of similar import means substantially the same as the Existing Credit Agreement with modifications (a) as are necessary to reflect the terms specifically set forth in the Commitment Letter (including the exhibits thereto) (including the nature of the Bridge Facility as a bridge) and the Fee Letter, (b) to reflect any changes in law or accounting standards since the date of the Existing Credit Agreement, (c) to reflect the operational or administrative requirements of the Administrative Agent, (d) to reflect the modifications to the terms of the Existing Credit Agreement as set forth herein and (e) to the extent not inconsistent with the terms of the Commitment Letter (including all exhibits thereto), as agreed by the Borrower and the Lead Arrangers after good faith consideration of comments from the Lead Arrangers and the syndicate of Lenders, on one hand, or the Borrower, on the other.

**REPRESENTATIONS AND WARRANTIES:**

Substantially the same as those in the Existing Credit Agreement (giving effect to the Amendment) (modified as appropriate for the Transactions), but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement (giving effect to the Amendment), and limited to: (i) existence, qualification and power; compliance with laws (ii) authorization, no contravention; (iii) governmental authorization, other consents; (iv) binding effect; (v) financial statements, no material adverse effect; (vi) litigation; (vii) ownership of property; liens; (viii) anti-corruption laws and sanctions; (ix) taxes; (x) ERISA compliance; (xi) margin regulations; (xii) investment company act; (xiii) disclosure; and (xiv) solvency (in each case, subject to materiality qualifiers, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

**COVENANTS:**

Substantially the same as those in the Existing Credit Agreement giving effect to the Amendment (modified as appropriate for the Transactions, but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement (provided, however, that such covenants shall include additional restrictions applicable on or after the Closing Date on (x) the payment of dividends and distributions (other than payment of dividends in the ordinary course of business consistent with past practices including, standard increases in accordance with current dividend policy and usual and customary stock buy-backs from employees etc.) and (y) the entry into agreements in respect of acquisitions or similar transactions with consideration (other than in the form of equity) in an aggregate amount for all such acquisitions and similar transactions in excess of \$500,000,000 (the “*Permitted Acquisition Basket*”) and limited to:

- (a) Affirmative Covenants – (i) financial statements; (ii) certificates and other information; (iii) notices; (iv) payment of obligations; (v) preservation of existence; (vi) maintenance of properties; (vii) maintenance of insurance; (viii) compliance with laws; (ix) books and records; (x) inspection rights; (xi) use of proceeds; (xii) further assurances; and (xiii) designation of unrestricted subsidiaries (in each case, subject to materiality qualifiers, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).
- (b) Negative Covenants – Restrictions on (i) liens; (ii) investments; (iii) subsidiary indebtedness; (iv) dispositions; (v) restricted payments; and (vi) use of proceeds (in each case, subject to baskets, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

**FINANCIAL COVENANTS:**

Maintenance by the Borrower, measured as of the last day of each fiscal quarter, beginning with the first full fiscal quarter after the Closing Date, on a consolidated basis, of:

(a)(i) If the Closing Date occurs on or prior to January 31, 2016, a Leverage Ratio no greater than (A) as of the end of any fiscal quarter ending after the Closing Date until and including the fiscal quarter ending June 30, 2016, 4.25x (with the first testing date for the Leverage Ratio after the Closing Date to be the first full fiscal quarter after the Closing Date), (B) as of the end of the fiscal quarter ending September 30, 2016, 4.00x, (C) as of the end of the fiscal quarters ending December 31, 2016 and March 31, 2017, respectively, 3.75x and (D) thereafter, 3.50x; and

(ii) if the Closing Date occurs after January 31, 2016, a Leverage Ratio no greater than (A) as of the end of any fiscal quarter ending after the Closing Date until and including the fiscal quarter ending September 30, 2016, 4.25x (with the first testing date for the Leverage Ratio after the Closing Date to be the first full fiscal quarter after the Closing Date), (B) as of the end of the fiscal quarter ending December 31, 2016, 4.00x, (C) as of the end of the fiscal quarters ending March 31, 2017 and June 30, 2017, respectively, 3.75x and (D) thereafter, 3.50x;

in each case, same as the Existing Credit Agreement, giving effect to the Amendment; *provided* that at any time that the Existing Credit Agreement remains in place, whether or not the Amendment Effective Date becomes effective, if the leverage ratio covenant thereunder is more restrictive than the leverage ratio covenant under the Bridge Facility, the leverage ratio covenant under the Bridge Facility shall be deemed to be amended to be consistent with such more restrictive leverage ratio); and

(b) Minimum interest coverage ratio (consolidated EBITDA/consolidated interest charges) set at 3.0x for all testing periods (same as the Existing Credit Agreement).

**EVENTS OF DEFAULT:**

Substantially the same as those set forth in the Existing Credit Agreement (giving effect to the Amendment) and in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement (giving effect to the Amendment), and limited to: (i) nonpayment of principal, and, subject to grace periods, interest, fees or other amounts; (ii) any representation or warranty proving to have been incorrect when made or

confirmed in any material and adverse respect; (iii) failure to perform or observe covenants set forth in the loan documentation within 30 days, where customary and appropriate, after notice of such failure; (iv) cross-default to other indebtedness in an aggregate principal amount exceeding \$225 million; (v) bankruptcy and insolvency defaults (with 60-day grace period for involuntary proceedings); (vi) monetary judgment defaults in an aggregate amount exceeding \$225 million which are not covered by insurance and which remain unpaid and unstayed for a period of 60 days; (vii) actual or asserted invalidity of any loan documentation by the Borrower or any of its subsidiaries; (viii) change of control; and (ix) ERISA defaults (in each case, subject to materiality qualifiers, notice requirements, thresholds and other exceptions set forth in the Existing Credit Agreement (giving effect to the Amendment)).

**ASSIGNMENTS AND PARTICIPATIONS:**

Each Lender will be permitted to make assignments in a minimum amount of \$5,000,000 to other financial institutions approved by the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower, which approval shall not be unreasonably withheld or delayed; *provided, however*, that (x) the Borrower shall be deemed to have consented to any assignment unless it shall have objected thereto within 10 business days following receipt of written notice thereof, (y) neither the approval of the Borrower nor the Administrative Agent shall be required in connection with assignments to other Lenders, to any affiliate of a Lender, or to any Approved Fund (as such term is defined in the Existing Credit Agreement) and (z) Borrower's consent to assignments shall not be required to the extent not required pursuant to the syndication provisions of the Commitment Letter. Notwithstanding the foregoing, however, any Lender assigning a commitment (prior to the funding of the Bridge Loans) shall be required to obtain the approval of the Administrative Agent, unless the proposed assignee is already a Lender. An assignment fee of \$3,500 will be charged with respect to each assignment unless waived by the Administrative Agent in its sole discretion. Each Lender will also have the right, without consent of the Borrower or the Administrative Agent, to assign as security all or part of its rights under the loan documentation to any Federal Reserve Bank. Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate and maturity date.

**WAIVERS AND AMENDMENTS:**

Amendments and waivers of the provisions of the loan agreement and other definitive credit documentation will require the approval of Lenders holding Bridge Loans and commitments representing more than 50% of the aggregate amount of Bridge Loans and commitments under the Bridge Facility (the "**Required Lenders**"), except that (a) the consent of each Lender shall be required with respect to (i) the amendment of certain pro rata sharing provisions and (ii) the amendment of voting percentages of the Lenders; and (b) the consent of each Lender affected thereby shall be required with respect to (i) increases or extensions in the commitment of such Lender; (ii) reductions of principal, interest or fees payable to such Lender (other than any waiver of the imposition of interest at the default rate); and (iii) extensions of scheduled maturities or times for payment to such Lender.

**INDEMNIFICATION:**

Substantially the same as the Existing Credit Agreement.



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**GOVERNING LAW:** The State of New York.

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

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

Exhibit B-7

**ADDENDUM I  
PRICING, FEES AND EXPENSES**

**INTEREST RATES:**

At the Borrower's option, any Bridge Loan that is made to it will bear interest at a rate equal to (i) LIBOR plus the Applicable Margin, or (ii) the Alternate Base Rate (to be defined as the highest of (a) the Bank of America prime rate, (b) the Federal Funds rate plus 0.50% and (c) one month LIBOR plus 1%) plus the Applicable Margin minus 1.00%. The Borrower may select interest periods of 1, 2, 3 or 6 months (or such other periods as all Lenders may agree) for LIBOR loans, subject to availability. Interest shall be payable at the end of the selected interest period, but no less frequently than quarterly. In no event shall LIBOR be less than 0%.

At the election of the Required Lenders or the Administrative Agent in the event of a payment event of default or automatically upon the occurrence of a bankruptcy event of default, a default rate shall apply on overdue amounts under the Bridge Facility at a rate per annum of 2% above the applicable interest rate (in the case of overdue principal) and 2% above the rate applicable to Alternate Base Rate Loans (in the case of all other overdue amounts).

**APPLICABLE MARGIN:**

The Applicable Margin for LIBOR loans and Alternate Base Rate loans shall be, at any time, the applicable rate per annum set forth in the table below corresponding to the long term unsecured senior, non-credit enhanced debt rating of the Borrower by S&P and/or Moody's at such time (or, in the absence of such a debt rating, a comparable credit or issuer rating of the Borrower as reasonably determined by the Administrative Agent). The provisions set forth in the Existing Credit Agreement with respect to split ratings or absence of ratings shall apply.

<u>Period</u>	<u>Ratings</u>		
	<u>BBB (or higher) / Baa2 (or higher)</u>	<u>BBB- / Baa3</u>	<u>Less than BBB- / Baa3</u>
Closing Date until 89 days following the Closing Date	125.0 bps	150.0 bps	175.0 bps
90th day following the Closing Date until 179th day following the Closing Date	150.0 bps	175.0 bps	200.0 bps
180th day following the Closing Date until 269th day following the Closing Date	175.0 bps	200.0 bps	225.0 bps
From and after the 270th day following the Closing Date	200.0 bps	225.0 bps	250.0 bps

**DURATION FEES:**

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

<u>Date</u>	
90th day following the Closing Date	50.0 bps
180th day following the Closing Date	75.0 bps
270th day following the Closing Date	100.0 bps

**CALCULATION OF INTEREST AND FEES:**

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

**COST AND YIELD PROTECTION:**

Substantially the same as the Existing Credit Agreement.

**EXPENSES:**

Substantially the same as the Existing Credit Agreement.

Exhibit B-9

## SUMMARY OF AMENDMENT TERMS

Capitalized terms not otherwise defined in the Commitment Letter to which this Exhibit C is attached are used as defined in the Existing Credit Agreement.<sup>1</sup>

1. Section 1.01 (Definitions):

- a. Add definition of “Amendment Effective Date” and define to mean the date on which the Amendment becomes effective.
- b. Definition of “Consolidated EBITDA”. In clause (b)(xv), change the limit from \$30,000,000 to \$60,000,000.
- c. Definition of “Permitted Acquisition”. Specify that it is deemed to include the Seahawk Acquisition. (\*)
- d. Definition of “Qualified Acquisition”. Replace the words “any Permitted Acquisition by the Restricted Companies” with the following words: “any Permitted Acquisition by the Restricted Companies consummated after the Amendment Effective Date.” (\*)
- e. Add definition of “Seahawk Acquisition” and define to mean the acquisition of the Acquired Company and related mergers effected by the Acquisition Agreement as in effect on the date of the Amendment Effective Date (with such modifications and waivers only to the extent permitted pursuant to clause (i) of Exhibit D). (\*)
- f. Add definition of “Seahawk Closing Date” and define to mean the closing of the Seahawk Acquisition.
- g. Add definition of “Seahawk Transactions” and define to mean the Seahawk Acquisition and all related financing transactions. (\*)
- h. Definition of “Threshold Amount” – change from \$200,000,000 to \$225,000,000. (\*)
- i. Definition of “Transactions” – Modify to include the Seahawk Transactions. (\*)

2. Section 2.04 (Letters of Credit): Add a provision that any letter of credit (x) issued under the senior secured credit facilities of the Acquired Companies, (y) outstanding immediately prior to the Seahawk Closing Date and (z) issued by an entity that is an L/C Issuer under the Amended Credit Agreement, may, at the election of the Borrower, be deemed to be a letter of credit issued under the Amended Credit Agreement, subject to the consent of the issuer of such letter of credit. (\*)

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<sup>1</sup> Items that are marked with an asterisk shall become effective only if the Seahawk Closing Date occurs.

3. Section 2.06(a) (Optional Prepayments): Add a new clause (v) at the end thereof as follows: “(v) Notwithstanding anything to the contrary contained in this Agreement, if the Company fails to make any prepayment under Section 2.06(a)(i) or 2.06(a)(iii) on the prepayment date specified in the applicable prepayment notice, no Default or Event of Default shall result from such failure so long as the Company makes such prepayment within one Business Day of the specified prepayment date; provided that interest shall accrue on the unpaid amount from the specified prepayment date to the date of the actual prepayment at an interest rate equal to the Base Rate plus the Applicable Margin regardless of whether the Loan being prepaid is a Base Rate Loan, a Eurocurrency Rate Loan or a Swing Line Loan, which interest shall be payable on the applicable interest payment date.” It is understood and agreed that the amendment specified in this paragraph shall not become effective with respect to Swing Line Loans without the consent of each Swing Line Lender.
4. Section 2.09(b) (Interest): Revise so Default Rate only applies to overdue amounts rather than overdue Obligations.
5. Section 4.02 (Conditions to All Credit Extensions): Specify that the borrowing of Revolving Credit Loans on the Seahawk Closing Date to finance the Transactions is subject only to the satisfaction of the conditions set forth in Exhibit D. (\*)
6. Section 5.09 (Taxes): Specify that this section shall not apply to Unrestricted Subsidiaries.
7. Section 7.02 (Investments): Provide that clause (i) of Section 7.02(b) shall not apply to the Seahawk Acquisition. (\*)
8. Section 7.03 (Subsidiary Indebtedness): Provide that the Seahawk Notes shall be permitted under Section 7.03(h) but no Permitted Refinancing of such Seahawk Notes shall be permitted under Section 7.03(h). (\*)
9. Section 7.05 (Dispositions): Permit sale of all or substantially all assets to Restricted Subsidiaries.
10. Section 7.10 (Financial Covenants):
  - a. Add a new proviso at the end thereof that:
    - (i) If the Seahawk Closing Date occurs on or prior to January 31, 2016, the Leverage Ratio of the Company shall not be greater than (A) as of the end of any fiscal quarter ending after the Seahawk Closing Date until and including the fiscal quarter ending June 30, 2016, 4.25x (with the first testing date for the Leverage Ratio after the Seahawk Closing Date to be the first full fiscal quarter after the Seahawk Closing Date), (B) as of the end of the fiscal quarter ending September 30, 2016, 4.00x, (C) as of the end of the fiscal quarters ending December 31, 2016 and March 31, 2017, respectively, 3.75x and (D) thereafter, 3.50x; provided further that the Leverage Ratio shall remain below 3.50x for two consecutive Testing Periods before it may elect to increase the maximum level from 3.50x to 4.00x pursuant to this Section 7.10 in connection with a Qualified Acquisition; and (\*)
    - (ii) if the Seahawk Closing Date occurs after January 31, 2016, the Leverage Ratio of the Company shall not be greater than (A) as of the end of any fiscal quarter ending after the Seahawk Closing Date until and including the fiscal quarter ending September 30, 2016,

4.25x (with the first testing date for the Leverage Ratio after the Seahawk Closing Date to be the first full fiscal quarter after the Seahawk Closing Date), (B) as of the end of the fiscal quarter ending December 31, 2016, 4.00x, (C) as of the end of the fiscal quarters ending March 31, 2017 and June 30, 2017, respectively, 3.75x and (D) thereafter, 3.50x; provided further that the Leverage Ratio shall remain below 3.50x for two consecutive Testing Periods before it may elect to increase the maximum level from 3.50x to 4.00x pursuant to this Section 7.10 in connection with a Qualified Acquisition; (\*)

provided that, in each case of clauses (i) and (ii) above, the Borrower may, at any time prior to the immediately succeeding fiscal quarter end, elect to reduce its maximum Leverage Ratio to 3.50x for such fiscal quarter end and each fiscal quarter end thereafter by delivering an irrevocable written notice of such election to the Administrative Agent. Thereafter the Borrower may elect to increase the maximum level from 3.50x to 4.00x pursuant to this Section 7.10 in connection with a Qualified Acquisition after its Leverage Ratio remains below 3.50x for two consecutive Testing Periods. (\*)

- b. Replace clause (i) of the second existing proviso to this Section 7.10 in its entirety with the following: “(i) [reserved]”.
  - c. Provide that until the earliest to occur of (i) the Seahawk Closing Date, (ii) the Termination Date and (iii) the termination or expiration of the Acquisition Agreement, any indebtedness incurred by the Borrower or its subsidiaries to finance the Transactions shall be disregarded for the purpose of calculating the Leverage Ratio.
11. Article 10: Amend Article 10 and related provisions to require the Borrower to cause the issuer of the Seahawk Notes to provide a guaranty on or prior to (x) if any portion of the Bridge Facility is funded on the Seahawk Closing Date, the Seahawk Closing Date or (y) otherwise, the 15<sup>th</sup> day following the Seahawk Closing Date (the Seahawk Closing Date in case of clause (x) or the 15<sup>th</sup> day following the Seahawk Closing Date in case of clause (y), as applicable, the “**Seahawk Guaranty Signing Date**”), in each case, unless (a) the aggregate outstanding principal amount of the Seahawk Notes is \$1.25 billion or less on the Seahawk Guaranty Signing Date or (b) the issuer has issued an irrevocable redemption notice to the holders of the Seahawk Notes on or prior to the Seahawk Guaranty Signing Date, the effect of which redemption shall decrease the aggregate outstanding principal amount of the Seahawk Notes to \$1.25 billion or less, which guaranty shall automatically become effective on the 90<sup>th</sup> day following the Seahawk Closing Date, if more than \$1.25 billion in aggregate principal amount of Seahawk Notes remain outstanding on such 90<sup>th</sup> date; provided that such guarantee shall automatically terminate (and not be subject to reinstatement) if (x) the aggregate outstanding principal amount of the Seahawk Notes is \$1.25 billion or less and (y) such issuer is not a guarantor of any material indebtedness for borrowed money of the Borrower that is not otherwise being released simultaneously. (\*)
12. Any other amendments to be mutually agreed by the Borrower and the Lead Arrangers.

## CONDITIONS PRECEDENT TO CLOSING

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

(i) The definitive agreement with respect to the Acquisition, the Agreement and Plan of Merger dated as of August 12, 2015, among the Borrower, Merger Subs, the Acquired Company and certain subsidiaries of the Acquired Company (the "**Acquisition Agreement**") shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in a manner that is materially adverse to the Commitment Parties without the prior written consent of the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned); it being understood and agreed that (a) any decrease in the purchase price shall not be materially adverse to the interests of the Commitment Parties so long as such decrease is allocated to reduce the Borrower Stock Contribution and the Bridge Facility on a pro rata, dollar-for-dollar basis, (b) any increase in the purchase price shall not be materially adverse to the Commitment Parties so long as such increase is funded by the Borrower Stock Contribution and (c) the granting of any consent under the Acquisition Agreement that is not materially adverse to the interest of the Commitment Parties shall not otherwise constitute an amendment or waiver). The Acquisition shall have been, or shall concurrently with the funding of the Bridge Facility be, consummated in accordance with the terms of the Acquisition Agreement, as such terms may be altered, amended or otherwise changed, supplemented, waived or consented to in accordance with the immediately preceding sentence.

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

(iii) Subject to the Limited Conditionality Provisions in all respects, the Borrower and each other Loan Party party thereto shall have executed and delivered the Credit Documentation and the Lenders shall have received customary opinions of counsel to the Borrower and corporate resolutions and customary closing certificates.

(iv) The Lead Arrangers and the Lenders shall have received: (A) audited consolidated balance sheets of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows, for each of the three most recently completed fiscal years ended at least 90 days before the Closing Date, including, an unqualified audit report thereon; (B) as soon as available and in any event within 45 days after the end of each subsequent fiscal quarter, an unaudited consolidated balance sheet of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the elapsed interim period following the last completed fiscal year and for the comparable periods of the prior fiscal year (the "**Quarterly Financial Statements**"); and (C) pro forma consolidated balance sheet and related consolidated statement of income or operations of the Borrower for the last completed fiscal year and for the latest interim period covered by the Quarterly Financial Statements, in each case after giving effect to the Transactions (the "**Pro Forma Financial Statements**"), promptly after the historical financial

statements for such periods are available, all of which financial statements shall be prepared in accordance with generally accepted accounting principles in the United States and meet the requirements of Regulation S-X under the Securities Act and all other accounting rules and regulations of the Securities and Exchange Commission promulgated thereunder applicable to a registration statement under the Securities Act on Form S-3; *provided*, that financial statements of the Acquired Company and Pro Forma Financial Statements shall only be provided to the extent required by Rule 3-05 and Article 11 of Regulation S-X; *provided, further*, that the Borrower's and the Acquired Company's public filing of any required financial statements with the U.S. Securities and Exchange Commission shall satisfy the requirements of clauses (A) and (B) of this paragraph (iv).

(v) All fees due to the Administrative Agent, the Lead Arrangers and the Lenders shall have been paid, and all expenses to be paid or reimbursed to the Administrative Agent and the Lead Arrangers that have been invoiced at least two business days prior to the Closing Date shall have been paid.

(vi) The Lead Arrangers shall have received satisfactory evidence of the substantially concurrent consummation of the Refinancing.

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

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

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

(x) Since December 31, 2014, there shall not (i) have occurred or come into existence and (ii) be continuing a Company Material Adverse Effect (as defined in the Acquisition Agreement dated as of the date hereof without giving effect to any amendment thereof or consent thereunder).

Exhibit D-2



**FORM OF  
SOLVENCY CERTIFICATE**

[            ], 20

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*

Annex I-1

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

[BORROWER]

By: \_\_\_\_\_

Name:

Title: Chief Financial Officer

Annex I-2