

ARES CAPITAL MANAGEMENT LLC
245 Park Avenue, 44th Floor
New York, NY 10167

CONFIDENTIAL

June 13, 2025

Endurance PT Technology Buyer Corporation
c/o MPE Partners
Fifth Third Center
600 Superior Avenue East, Suite 2500
Cleveland, Ohio 44114

Project Rivet
Fee Letter

Ladies and Gentlemen:

Reference is made to that certain commitment letter, dated as of the date hereof, among Ares Capital Management LLC (solely in its capacity as the manager to one or more managed funds and managed accounts) ("Ares", the "Commitment Parties," "us" or "we"), and Endurance PT Technology Buyer Corporation, a Delaware corporation ("you") (including the exhibits and other attachments thereto, each as amended, restated, amended and restated, supplemented or otherwise modified, the "Commitment Letter"), regarding the Transactions described therein. Terms used but not defined in this Fee Letter shall have the meanings assigned thereto in the Commitment Letter. This letter (as amended, restated, amended and restated, supplemented or otherwise modified, this "Fee Letter") is the "Fee Letter" referred to in the Commitment Letter.

1. Commitment Fees.

As consideration for the Commitment Parties' commitment to provide the Initial Term Loan Facility and Revolving Facility under the Commitment Letter, you agree to pay (or cause to be paid) to the Commitment Parties (or one or more of their designated affiliates) a fee equal to (x) 2.25% of the aggregate amount of the Initial Term Loans actually borrowed by the Borrower on the Closing Date (the "Term Loan Commitment Fee") and (y) 2.25% of the aggregate amount of the commitments in respect of the Revolving Facility actually provided to the Borrower on the Closing Date (the "Revolving Commitment Fee" and together with the Term Loan Commitment Fee, collectively, the "Initial Commitment Fees") (in each case, without giving effect to any assignment thereof); provided that the Initial Commitment Fees may, at the election of the applicable Commitment Party, be taken in the form of original issue discount. The Initial Commitment Fees will be earned, due and payable in full on the Closing Date (but only if the same occurs); provided, further, that to the extent the proceeds of any Initial Term Loans are used on the Closing Date to refinance the Interim Facilities (any such Initial Term Loans used solely for such purpose, the "Refinancing Initial Term Loans"), the Term Loan Commitment Fee payable with respect to such Refinancing Initial Term Loans will be 0.00%.

2. Alternate Transaction Fee.

In the event that within twelve (12) months after the date hereof you or any of your affiliates consummate the Acquisition or any similar transaction in which you or any of your affiliates acquire all or substantially all of the stock or assets of the Target (any such transaction, an “Alternate Transaction”), in each case, with the proceeds of senior secured credit facilities and/or any other form of debt financing for which the Commitment Parties did not act in the roles specified for the Credit Facilities in the Commitment Letter (other than, for the avoidance of doubt pursuant to the Interim Facilities) (an “Alternate Financing”), you agree that unless (i) a Commitment Party has terminated the Commitment Letter, (ii) a Commitment Party has declined or breached its obligations to provide its portion of the Credit Facilities on the terms and conditions of the Commitment Letter or (iii) solely to extent you increase the per share offer price in connection with the Acquisition and we do not offer you additional loans to fund 100% of such increase in offer price on the same terms as the terms identified to you prior to the date hereof, then in the case of an Alternate Financing, you have provided such Commitment Party or its affiliates a bona fide opportunity to provide such Alternate Financing on substantially the same terms and conditions as proposed by the other financial institutions providing such Alternate Financing (but with the roles for such Commitment Party and its affiliates set forth in the Commitment Letter and with an aggregate percentage of economics not less than the aggregate percentage of economics payable to such Commitment Party and its affiliates provided for in this Fee Letter) prior to the consummation of such Alternate Transaction, and such Commitment Party has declined such opportunity or failed to respond to such bona fide opportunity within five business days after notice thereof, then you will pay to such Commitment Party, as applicable, an amount equal to 50% of the sum of the relevant Initial Commitment Fee and Ticking Fee that would have been payable to such Commitment Party as provided above as if the Closing Date and full funding under the Credit Facilities occurred immediately upon the consummation of the Acquisition or such Alternative Transaction (such amount, the “Alternate Transaction Fee”). To the extent the Credit Facilities are not funded as contemplated by the Commitment Letter, payment of the Alternate Transaction Fee will be in lieu of and will discharge you from any obligation in respect of any fee provided for herein with respect to the Credit Facilities.

3. Administration Fee.

As consideration for Ares’ agreement to act as Administrative Agent for the Credit Facilities, you agree to pay (or cause to be paid) to Ares, solely for its own account, an annual administrative agent fee in the amount of \$100,000 *per annum* (the “Administration Fee”), which fee shall be earned by, and payable to, Ares, in equal quarterly installments in arrears and payable (x) at the end of each fiscal quarter for so long as the Credit Facilities are in effect and (y) without duplication to clause (x), the date the Credit Facilities are terminated in accordance with the Credit Documentation (with rebates for partial quarters (it being understood that any Administration Fee payable at the end of the first fiscal quarter ending after the Closing Date shall be limited to an amount equal to the pro-rated number of days from the Closing Date until the last day of the first fiscal quarter ending after the Closing Date)).

4. Ticking Fees.

As consideration for the commitments and agreements under the Commitment Letter, if the Closing Date has not occurred on or prior to the date that is 180 days after the date hereof, you agree to pay (or cause to be paid) to the Commitment Parties (or any designee thereof), a ticking fee (the “Ticking Fee”), based on the aggregate principal amount of the commitments with respect to the Credit Facilities, equal to (x) for the period beginning on the date that is 181 days after the date hereof and ending on the date that is 270 days after the date hereof, 3.125%, and (y) at all times after the date that is 270 days after the date hereof, 6.25%, in each case, per annum (based on

a 360 day year of twelve 30 day months), and which will accrue from the date that is 181 days following the date hereof until the earlier of (a) the date of termination or expiration of the Commitment Letter and (b) the Closing Date. The Ticking Fee will be earned, due and payable on the Closing Date. Notwithstanding the foregoing, the Ticking Fee due hereunder shall be reduced by the dollar equivalent of the Ticking Fee (as defined in the Fee Letter (as defined in the Interim Facility Agreement)) paid pursuant to such Fee Letter.

5. Fees Generally.

You agree that once paid, the fees or any part thereof payable hereunder and under the Commitment Letter will not be refundable under any circumstances, except as set forth herein or as otherwise agreed in writing by the party to whom such fee is owed. All fees payable hereunder and under the Commitment Letter will be paid in immediately available funds and shall be in addition to any reimbursement of the Commitment Parties' reasonable and documented or invoiced out-of-pocket expenses to the extent reimbursable pursuant to this Fee Letter and the Commitment Letter. All amounts payable under this Fee Letter and the Commitment Letter will be made in United States dollars and, in any case shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter and without deduction for or on account of any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings imposed by any national, state or local taxing authority ("Taxes") or will be grossed up by you for such amounts, provided that no additional amounts will be payable (i) in respect of any Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of any connection of the payee with the jurisdiction imposing such Tax (other than a connection arising from the execution, delivery and performance of the Commitment Letter and this Fee Letter, or of any transaction contemplated by or pursuant to the Commitment Letter or this Fee Letter) or (ii) to the extent such Tax would not have been imposed (or would have been imposed but at a lower rate) but for the failure of the payee to provide forms or other documentation permitting such payments to be made without (or at a reduced rate of) withholding that are reasonably requested by you and that it is legally eligible to provide. Each Commitment Party reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to it hereunder in such manner as it and such affiliates shall agree in their sole discretion. In addition, all or any portion of its respective Fees may, at the election of the applicable Commitment Party, be taken in the form of original issue discount or upfront fees and netted from the amount of Initial Term Loans funded to the Borrower on the Closing Date by such Commitment Party.

6. General.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by each Commitment Party and you. This Fee Letter may not be assigned by any party thereto (other than to a permitted assignee of the Commitment Letter in connection with an assignment by any party hereto of the Commitment Letter to such permitted assignee) without the prior written consent of each other party hereto and any attempted assignment without such consent shall be null and void. This Fee Letter, and any claim, controversy or dispute arising under or related to this Fee Letter, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Any right to trial by jury with respect to any claim or action arising out of this Fee Letter or conduct in connection with this Fee Letter is hereby waived. This Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any

person other than the parties hereto. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile transmission or electronic transmission (e.g., a “pdf” or “tiff”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter and that such provisions survive for two (2) years following the expiration or termination of the Commitment Letter (including any extensions thereof) and the funding of the Credit Facilities.

[Remainder of this page intentionally left blank]

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

ARES CAPITAL MANAGEMENT LLC, solely in its
capacity as manager to certain funds and accounts,
as a Lead Arranger, a Commitment Party and an Initial
Lender



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

ENDURANCE PT TECHNOLOGY BUYER CORPORATION

