

**Endurance PT Technology Holdings LLC  
c/o MPE Partners  
Fifth Third Center  
600 Superior Avenue, East, Suite 2500  
Cleveland, OH 44144**

June 13, 2025

Ares Senior Credit Master Fund III LP  
Ares Senior Credit Master Fund (U) III LP  
c/o Ares Capital Management LLC  
245 Park Avenue, 44<sup>th</sup> Floor  
New York, NY 10167

Re: Endurance PT Technology Holdings LLC Limited Liability Company Agreement

Ladies and Gentlemen:

This letter agreement is entered into on the date hereof by and among (a)(i) Ares Senior Credit Master Fund III LP, a Delaware limited partnership and (ii) Ares Senior Credit Master Fund (U) III LP, a Delaware limited partnership ((i) and (ii) together, and together with their Permitted Transferees (as defined below), the “**Investor**”), (b) Endurance PT Technology Holdings LLC, a Delaware limited liability company (the “**Company**”) (c) MPE Partners IV, L.P., a Delaware limited partnership (“**MPE IV**”) and (d) MPE Partners IV (TE), L.P., a Delaware limited partnership (“**MPE TE**” and together with MPE IV and their respective Affiliates, “**MPE**”) in connection with the Investor’s equity commitment to the Company made pursuant to that certain Equity Commitment Letter, dated as of the date hereof, by and between the Investor (or its Affiliates) and MPE Bid Co, an Affiliate of MPE (the “**ECL**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Amended and Restated Limited Liability Company Agreement of the Company dated as of February 29, 2024 (the “**LLC Agreement**” and together with the ECL, the “**Equity Documents**”).

Notwithstanding anything to the contrary contained in the Equity Documents, the parties hereto agree as follows:

1. Investor Admission as a Lender Co-Investor. The Investor (and any of its Permitted Transferees) shall be admitted as Members to the Company as “Lender Co-Investors” within the meaning of that term under the LLC Agreement, with all rights and privileges of Lender Co-Investors.
2. Tag-Along Rights. Notwithstanding anything in Section 8.1 of the LLC Agreement to the contrary, any Transfers by MPE, other than as permitted by Section 7.1(a)(iii) of the LLC Agreement, that would not otherwise constitute a Significant Sale and for which MPE has not elected to exercise its rights under Section 8.2 of the LLC Agreement (a “**Co-Investor Tag-Along Sale**”) will be deemed to be a Significant Sale for the Investor solely for purposes of Section 8.1 of the LLC Agreement and, to the extent applicable, Section 8.3 and Section 8.4 of the LLC Agreement, but not for purposes of Section 8.2 of the LLC Agreement. The provisions of Section 8.1 of the LLC Agreement and, to the extent applicable, Section 8.3 and Section 8.4 of the LLC Agreement, will be applicable to a Co Investor Tag-Along Sale as if the Investor were the only Minority Members participating in such Significant Sale with MPE (the Investor being entitled to elect to Transfer their respective Pro Rata Portion of the Transferred Units proposed to be Transferred by MPE based on the number of Voting Units held by the Investor as a percentage of the total number of Voting Units held by the Investor and MPE).

3. Information Rights; Permitted Disclosures. The Investor may disclose (or cause to be disclosed) Confidential Information (i) relating to the Investor's investment in the Company in connection with the Investor's normal, customary and reasonable reporting obligations under securities laws, regulatory requirements and the rules of any stock exchange applicable to the Investor and its Affiliates (including Ares Capital Management LLC) and (ii) to the Investor's debt providers, rating agencies, auditors, third-party valuation experts and other advisors, in each case, without providing notice to, or receiving the consent of, the Company or MPE in connection with such disclosure.
4. Affiliate Transfers. The Investor may Transfer any of its respective Units or any interest in or right to acquire Units to any Affiliate of the Investor (other than to any Affiliate that is a Competitor) (each such transferee, a "**Permitted Transferee**"). Any such Permitted Transferee shall have the rights of the Investor under this letter agreement for so long as such Permitted Transferee retains is an Affiliate of the Investor.
5. Put Right. In respect of any interest in the Company held by the Investor, at any time, the Investor shall have the option, exercisable in its sole discretion, to deliver a written notice (the "**Put Notice**") to the Company, to require the purchase by one or more of MPE or the Company or any their Affiliates (such purchaser or purchasers to be selected by the Company in its sole discretion) (the "**Sponsor Purchasers**") of all of the Investor's interest in the Company at an aggregate purchase price of \$1.00 (the "**Purchase Price**"). The closing of such sale shall occur as soon as reasonably practicable after the Company's receipt of the Put Notice. At such closing, the Investor shall deliver its interest in the Company to the Sponsor Purchasers free and clear of any and all encumbrances, liens, charges, security interests and adverse claims, together with an instrument of conveyance, in form and substance reasonably satisfactory to the Sponsor Purchasers and inclusive of an assignment agreement, to convey to the Sponsor Purchasers all of the Investor's interest in the Company, and the Sponsor Purchasers shall deliver to the Investor the Purchase Price for such sale. All taxes, costs and expenses incurred by the Company or any of the Members (other than the Investor or its Permitted Transferees) in connection with the exercise of the put right pursuant to this **Section 5** shall be paid by the Investor.
6. Preemptive Rights. Notwithstanding anything in Section 10.1(a) of the LLC Agreement to the contrary, but without duplication thereof, for purposes of Section 10.1(a) of the LLC Agreement, if any Person (including MPE) purchases New Securities (as defined below) from the Company subsequent to the date of the Investor's equity investment in the Company (an "**Other Subsequent Purchase**"), the Investor will have the right to purchase from the Company, during a reasonable time to be fixed by the Board (which will not be less than 15 days), such number of New Securities equal to: (i) that number of such New Securities proposed to be issued by the Company in such Other Subsequent Purchase; multiplied by (ii) a fraction, the numerator of which equals the aggregate number of Covered Units of the Company (other than Incentive Units or Issued Unit Equivalents) owned by the Investor and the denominator of which equals the total number of issued and outstanding Covered Units of the Company prior to the Other Subsequent Purchase (other than Incentive Units or Issued Unit Equivalents) owned by MPE and all the Minority Members, at the same price or prices and on other terms not less favorable to the Investor than the price or prices and other terms at which such New Securities are proposed to be offered for sale by the Company or the applicable Subsidiary in such Other Subsequent Purchase. Section 10.1(b) through (d) of the LLC Agreement will apply to any such Other Subsequent Purchase as if such New Securities constitute Covered Units, and references to MPE in Section 10.1(b) and Section 10.1(c) of the LLC Agreement will be deemed to be to MPE or the applicable Person purchasing such New Securities. For purposes of this Agreement, "**New Securities**" means any Covered Units of the Company or any Subsidiary, but excluding issuances: (a) to officers, managers, directors, consultants or employees (other than, in each case, to MPE or any of its Affiliates) of, or other service providers to, the Company or any

of its Subsidiaries; (b) of Incentive Units or Unit Equivalents (including any Issued Unit Equivalent issued and delivered with respect thereto); (c) pursuant to pro rata unit splits, dividends, recapitalizations, combinations or like events; (d) in connection with an acquisition of another business, or in connection with any joint venture, licensing, marketing or other business arrangement, or to any Person (other than MPE or any of its Affiliates) pursuant to a reorganization in accordance with Article 13 of the LLC Agreement or otherwise pursuant to a Public Offering, in each case, other than to MPE; (e) issuances to any of the Company's or any Subsidiary's lenders as part of a financial restructuring package, other than to MPE; (f) to any Person (other than MPE or any of its Affiliates) in connection with third party debt financings, refinancings, restructurings or similar transactions approved by the Management Board; (g) upon exercise, conversion or exchange of (i) Covered Units which were issued in compliance with Section 10.1 of the LLC Agreement or this **Section 6** or (ii) Covered Units which were issued in an issuance which is exempt from Section 10.1 of the LLC Agreement or this **Section 6**; (h) in connection with a Significant Sale or the liquidation, dissolution or winding up of the Company; (i) in connection with the Scheme (as defined in the ECL); and (j) of up to an aggregate amount of \$1,000,000. In no event will the Investor have the right to purchase New Securities pursuant to this **Section 6** and Covered Units pursuant to Article 10 of the LLC Agreement in connection with the same issuance.

7. **Pledge.** The Investor may pledge or grant a security interest in all or any portion of its Units and other interests, rights or obligations with respect thereto solely for purposes of securing the obligations of the Investor or any of its Affiliates (or any funds or managed accounts managed, advised or sub-advised by its Affiliates) to the extent required under a credit facility or replacements thereof (in each case, as may be amended, modified or supplemented from time to time) entered into by the Investor or its Affiliates (or any funds or managed accounts managed, advised or sub-advised by its Affiliates) with any third party lenders, provided that in no event will such pledge or grant release the Investor from any of its obligations under this letter agreement or the LLC Agreement, provided further that, notwithstanding the foregoing, any foreclosure upon any such pledge or grant by the pledgee thereunder will be subject to all restrictions and other obligations set forth in this letter agreement and the LLC Agreement and will for all purposes be subject the requirements set forth in Section 7.1(b) of the LLC Agreement before such pledgee and such Transfer of Shares will be recognized by the Company.
8. **Power of Attorney.** For the avoidance of doubt, the power of attorney granted by the Investor to the MPE Managers pursuant to Section 12.9 of the LLC Agreement shall be limited solely to the execution and delivery of such documents and instruments that are reasonably necessary to (i) qualify or continue the Company as a limited liability company in any jurisdiction in which the Company may conduct business or in which such qualification or continuation is, in the opinion of the Management Board, necessary to protect the limited liability of the Members, (ii) solely to the extent required by the LLC Agreement or the Act, amend the LLC Agreement, including, without limitation, amendments required to effect the admission of additional Members or substitute Members pursuant to and as permitted by the LLC Agreement or to revoke any admission of a Member which is prohibited by the LLC Agreement, in each case, in accordance with the terms of the LLC Agreement, (iii) reflect the dissolution of the Company in accordance with the terms LLC Agreement or (iv) effectuate or reflect the conversion or other actions contemplated by Article 13 of the LLC Agreement (in each case, in compliance with and subject to the terms and conditions of Article 13 of the LLC Agreement).
9. **Tax Matters.** The Company shall use commercially reasonable efforts not to take (and to direct its Affiliates not to take) any action that would result in the Company recognizing (a) effectively connected income within the meaning of Section 864 of the Code (including as a result of the application of Section 897 of the Code) or (b) income that is not described in Section 851(b)(2) of

the Code; provided that, the Company shall be deemed to have satisfied its obligations pursuant to this **Section 9** with respect to any investment made in or through an entity treated as a corporation for United States federal income tax purposes.

This letter agreement is binding on and enforceable against the Company and Ares notwithstanding any contrary provisions in the LLC Agreement, and in the event of a conflict between the provisions of this letter agreement and the LLC Agreement, the provisions of this letter agreement shall control with respect to the parties hereto and subject matter hereof. The Investor is an express third party beneficiaries of this letter agreement. This letter agreement is made pursuant to and shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. This letter agreement may be executed in multiple counterparts which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by electronic or digital means (e.g., DocuSign) or by electronic mail in portable document format (PDF) shall be effective as delivery of a manually executed original counterpart to this letter agreement.

This letter agreement will be binding immediately upon its execution, but, notwithstanding any provision of this Agreement to the contrary, this Agreement will not become effective or operative (and no Party will have any obligation hereunder) until the Scheme has become Effective (as defined in the ECL) and, and, if the Scheme lapses or is withdrawn or has not become Effective in accordance with its terms by 5.00pm London time on the Long Stop Date (as defined in the ECL), this letter agreement will be null and void and of no further force or effect as of the date of such termination.

*[Signature Pages Follow]*

If the above correctly reflects our understanding with respect to the foregoing matters, please so confirm by signing and returning this letter agreement.

Sincerely,

**COMPANY:**

**ENDURANCE PT TECHNOLOGY HOLDINGS  
LLC**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MPE IV:**

**MPE PARTNERS IV, L.P.**

By: MPE GP IV, LLC, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MPE TE:**

**MPE PARTNERS IV (TE), L.P.**

By: MPE GP IV, LLC, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed:

INVESTOR:

**Ares Senior Credit Master Fund III LP**

By: Ares SDL Capital Management LLC, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ares Senior Credit Master Fund (U) III LP**

By: Ares SDL Capital Management LLC, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_