

Name of Subscriber
(Please Print or Type)

**FRANCISCO PARTNERS IV, L.P.
FRANCISCO PARTNERS IV-A, L.P.**

SUBSCRIPTION AGREEMENT

1. Agreement of Subscriber to Become a Limited Partner. The undersigned subscriber (the "Subscriber") hereby agrees (i) to become a limited partner in either (but not both of) Francisco Partners IV, L.P. or Francisco Partners IV-A, L.P., each an exempted limited partnership formed under the laws of the Cayman Islands (as applicable, the "Partnership"), on the terms of the Agreement of Exempted Limited Partnership under which the Partnership is constituted, as the same may be amended, modified and/or restated from time to time in accordance with its terms (the "Partnership Agreement"), (ii) to adhere to, comply with, be bound by and receive the benefits of the terms of the Partnership Agreement and such terms are hereby incorporated by reference as if set out herein in full, including the power of attorney granted therein, and (iii) to make aggregate cash contributions to the capital of the Partnership pursuant to a Commitment (as defined in the Partnership Agreement and determined herein for the Subscriber) in the aggregate commitment amount accepted by Francisco Partners GP IV, L.P., the general partner of the Partnership (the "General Partner"), acting through its general partner, which amount shall be set forth above the General Partner's signature on an acceptance page (the "General Partner Acceptance Page") that references this subscription agreement (this "Subscription Agreement"), and which accepted commitment amount shall in no event be more than the requested commitment amount set forth in the space provided for the "Subscriber's Commitment Amount" on the signature page to this Subscription Agreement; provided if the commitment amount in the General Partner Acceptance Page is left blank, the requested commitment amount set forth in the space provided for the "Subscriber's Commitment Amount" on the signature page to this Subscription Agreement instead shall be the accepted commitment amount (the "Commitment" and, collectively with the amounts that the other partners in the Partnership have agreed to contribute to the capital of the Partnership, and in each case the General Partner has agreed to accept, the "Commitments"). The Subscriber agrees to fund its Commitment in such amounts, at such times and in such manner as called for by the General Partner in accordance with the Partnership Agreement. The General Partner's acceptance of this Subscription Agreement shall bind the Subscriber as a Limited Partner and a party to the Partnership Agreement and, following such acceptance, the Subscriber shall be admitted as a Limited Partner and shall have all the rights of, and shall comply with all the obligations of, a Limited Partner as set out in the Partnership Agreement. The General Partner may accept in its sole discretion all or any portion of the requested commitment amount set forth above the Subscriber's signature on the signature page to this Subscription Agreement and may accept all or any remaining portion of such requested commitment amount at one or more subsequent closings, in each case as reflected on the original General Partner Acceptance Page or an additional General Partner Acceptance Page with respect to such remaining portion then accepted, in each case by execution and delivery to the Partnership of such General Partner Acceptance Page or notice to the Partnership of the execution thereof. Prompt notice of such acceptance also will be given to the Subscriber either by delivery of a copy of the applicable General Partner Acceptance Page signed by the General Partner or other notice of such

execution. If so accepted, this Subscription Agreement may not be canceled, terminated or revoked by the Subscriber. Unless otherwise defined herein, capitalized terms used in this Subscription Agreement will have the meanings ascribed to such terms in the Partnership Agreement.

2. Investor Qualification Statement and Tax Forms. The Subscriber represents, warrants and agrees that all of the statements, answers and information in the Investor Qualification Statement that the Subscriber has completed (together with all similar and/or related statements and/or agreements required to be completed with respect to the Subscriber's Commitment (e.g., by certain direct or indirect owners or control persons or entities), the "Investor Qualification Statement") and each Form W-9, Form W-8BEN, Form W-8BEN-E, Form W-8IMY, Form W-8EXP, and Form W-8ECI that the Subscriber has delivered to the General Partner (collectively, the "Tax Forms") are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading.

3. Consent to Electronic Delivery of Schedules K-1. The Subscriber consents to receive Schedules K-1 (Partner's Share of Income, Deductions, Credits, etc.) from the Partnership electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies. The Subscriber agrees that it will confirm this consent electronically at a future date in a manner set forth by the General Partner at such time. Additionally, if the Subscriber ever owns an interest in any other entity classified as a partnership for U.S. federal income tax purposes by reason of its Commitment to the Partnership (e.g., because of the use of an alternative investment vehicle to make an investment), the Subscriber (i) consents to receive Schedules K-1 from such other entity electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies and (ii) agrees, upon notification by the General Partner of the Subscriber's ownership of an Interest in such other entity, to access a consent document at the Internet location then specified by the General Partner and follow the instructions contained therein.

4. Representations, Warranties and Covenants of the Subscriber. In connection with the Subscriber's agreement to subscribe for limited partner interests in the Partnership (the "Interests"), the Subscriber represents, warrants and covenants to the General Partner as of the date hereof and through and including each date that this Subscription Agreement is accepted in whole or in part by the General Partner as follows:

(a) Authorization.

- (i) If the Subscriber is a natural person or if beneficial ownership of the Subscriber is held by an individual through a revocable grantor trust or an individual retirement account, the Subscriber or the Subscriber's beneficial owner is at least twenty-one (21) years old and it is within the Subscriber's right, power and capacity to execute this Subscription Agreement, the Power of Attorney and the Investor Qualification Statement, to invest in the Partnership and to fund its Commitment as contemplated by, and in accordance with, this Subscription Agreement and the Partnership Agreement. If the Subscriber lives in a community property state in the United

States, either (A) the source of the Subscriber's Commitment will be the Subscriber's separate property and the Subscriber will hold the Interests as separate property, or (B) the Subscriber alone has the authority to bind the community with respect to this Subscription Agreement, the Power of Attorney, the Investor Qualification Statement and all agreements contemplated hereby and thereby.

(ii) If the Subscriber is a corporation, limited liability company, partnership, trust, retirement system or other entity, the Subscriber is duly organized, formed or incorporated, as the case may be, and the Subscriber is authorized, empowered and qualified to execute this Subscription Agreement, the Power of Attorney and the Investor Qualification Statement, to invest in the Partnership and to fund its Commitment as contemplated by, and in accordance with, this Subscription Agreement and the Partnership Agreement. The individual signing this Subscription Agreement, the Power of Attorney and the Investor Qualification Statement and all agreements contemplated hereby and thereby on the Subscriber's behalf has been duly authorized to do so.

- (b) Execution; Binding Obligation. The Partnership Agreement shall become binding upon the Subscriber on the later of (i) the date of the Partnership Agreement and (ii) the date, if any, that the General Partner accepts this subscription in whole or in part. Each of this Subscription Agreement, the Partnership Agreement (including Section 12.2 thereof), the Investor Qualification Statement and the Power of Attorney is a valid and binding agreement or instrument, as applicable, enforceable against the Subscriber in accordance with its terms. The Subscriber understands that, upon acceptance by the General Partner, the Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the powers conferred herein. The Subscriber represents and warrants that the Power of Attorney granted by the Subscriber in connection with this Subscription Agreement has been executed by it in compliance with the laws of the state or jurisdiction in which this Subscription Agreement was executed and to which the Subscriber is subject. The Subscriber hereby covenants and agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements and to take such other actions as the General Partner may determine to be necessary or appropriate to effectuate and carry out the purposes of this Subscription Agreement, the Investor Qualification Statement and the Partnership Agreement.
- (c) No Conflict. The execution and delivery of and/or adherence to, as applicable, this Subscription Agreement, the Investor Qualification Statement, the Power of Attorney and the Partnership Agreement by or on behalf of the Subscriber, the consummation of the transactions contemplated hereby and the performance of the Subscriber's obligations under this Subscription Agreement, the Power of Attorney and the Partnership Agreement will not conflict with, or result in any violation of or default under, any provision of any governing instrument

applicable to the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties are bound, or any United States or non-United States permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber's business or properties.

- (d) Offering Materials and Other Information. The Subscriber has received and read a copy of the confidential Private Placement Memorandum of the Partnership dated July 28, 2014 (as amended and supplemented on or prior to the initial acceptance date for this subscription, the "Private Placement Memorandum"), this Subscription Agreement and the copy of the Partnership Agreement provided to the Subscriber before the General Partner's initial acceptance of any of the Subscriber's requested commitment amount (collectively, the "Offering Materials") as well as Form ADV Part 2 for Francisco Partners Management, L.P., and the Subscriber has relied on nothing other than the Offering Materials in deciding whether to make an investment in the Partnership. In addition, the Subscriber acknowledges that the Subscriber has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the offering, (ii) perform its own independent investigations and (iii) obtain additional information in order to evaluate the merits and risks of an investment in the Partnership and to verify the accuracy of the information contained in the Offering Materials. No statement, printed material or other information that is contrary to the information contained in the Offering Materials has been given or made by or on behalf of the General Partner and/or the Partnership to the Subscriber. The Subscriber has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Interests and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Interests, and believes that an investment in the Interests is suitable and appropriate for the Subscriber.
- (e) No Registration of Interests. The Subscriber understands that the Interests have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or any state or non-United States securities laws, and are being offered and sold in reliance upon United States federal, state and applicable non-United States exemptions from registration requirements for transactions not involving a public offering. The Subscriber recognizes that reliance upon such exemptions is based in part upon the representations of the Subscriber contained in this Subscription Agreement, the Investor Qualification Statement and the Tax Forms. The Subscriber represents and warrants that the Interests will be acquired by the Subscriber solely for the account of the Subscriber, for investment purposes only and not with a view to the distribution thereof. The Subscriber represents and warrants that the Subscriber (i) is a sophisticated investor with the knowledge and experience in business and financial matters to enable the Subscriber to evaluate the merits and risks of an investment in the Partnership, (ii) is able to bear the economic risk and lack of liquidity of an investment in the Partnership and (iii) is able to bear the risk of loss

of its entire investment in the Partnership. The Subscriber's Commitment, together with the Subscriber's other investments that are not readily marketable, is not disproportionate to the Subscriber's net worth.

- (f) Regulation D and Regulation S under the Securities Act. The Subscriber is either (i) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act ("Regulation D") or (ii) not a "U.S. Person" as that term is defined in Rule 902 promulgated under the Securities Act ("Rule 902"). If the Subscriber is not a "U.S. Person" under the Securities Act, the Subscriber further represents, warrants and covenants that (A) the Subscriber is not subscribing for an Interest for the account or benefit of any person that is a "U.S. Person" under the Securities Act, (B) the offer and sale of an Interest to the Subscriber constitute an "Offshore Transaction," as that term is defined in Rule 902 and/or has been made in conformity with Regulation D and (C) the Subscriber will resell the Interest, in whole or in part, only (1) in accordance with the provisions of applicable non-United States securities laws and regulations, applicable state securities laws and regulations and the Partnership Agreement and (2) in accordance with the provisions of Regulation S (Rules 901 through 905) promulgated under the Securities Act and the "Preliminary Notes" (as that term is defined in Regulation S), pursuant to a registration under the Securities Act or pursuant to an available exemption from registration under the Securities Act.
- (g) Rule 506(d) of Regulation D. As of the date hereof, the Subscriber¹ has not been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event ("Disqualifying Event") that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership's use of the Rule 506 exemption. The Subscriber will immediately notify the General Partner in writing if the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof, the Subscriber agrees and covenants to use its best efforts to coordinate with the General Partner (i) to provide documentation as reasonably requested by the General Partner related to any such Disqualifying Event and (ii) to implement a remedy to address the Subscriber's changed circumstances such that the changed circumstances will not affect in any way the Partnership's or its affiliates' ongoing and/or future reliance on the Rule 506 exemption under the Securities Act. The Subscriber acknowledges that, at the discretion of the General Partner, such remedies may include, without limitation, the waiver of all or a portion of the Subscriber's voting power in the Partnership and/or the Subscriber's withdrawal from the Partnership through the transfer or sale of its Interest in the Partnership. The Subscriber also acknowledges that the General

¹ For the purposes of Section 4(g), references to the "Subscriber" shall include any Person whose interest in, or relationship to, the Subscriber is deemed to make such Person a beneficial owner of the Partnership's voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a Person is a beneficial owner of a security if, for among other reasons, such Person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.

Partner may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the General Partner shall understand and deem the failure by the Subscriber to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section 4(g).

- (h) Investment Company Act Matters. The Subscriber understands that: (i) the Partnership does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Company Act”), and (ii) the Subscriber will not be afforded the protections provided to investors in registered investment companies under the Investment Company Act. Except as expressly indicated on the Investor Qualification Statement, the Subscriber was not formed or reformed (as interpreted under the Investment Company Act) for the specific purpose of making an investment in the Partnership, and, under the ownership attribution rules promulgated under Section 3(c)(1) of the Investment Company Act, no more than one person will be deemed a beneficial owner of the Subscriber’s Partnership Interest. The Subscriber is a “qualified purchaser” as that term is defined under the Investment Company Act.
- (i) Acknowledgement of Risks; Restrictions on Transfer. The Subscriber recognizes that: (i) an investment in the Partnership involves certain risks, (ii) the Interests will be subject to certain restrictions on transferability as described in the Partnership Agreement and (iii) as a result of the foregoing, the marketability of the Interests will be severely limited. The Subscriber agrees that it will not transfer, sell, assign, pledge, encumber, mortgage, divide, hypothecate or otherwise dispose of all or any portion of the Interests in any manner that would violate the Partnership Agreement, the Securities Act or any United States federal or state or non-United States securities laws or subject the Partnership or the General Partner or any of its affiliates to regulation under (or make materially more burdensome for such Person any regulatory requirement under) the Investment Company Act or the United States Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Advisers Act”), the rules and regulations of the U.S. Securities and Exchange Commission or the laws and regulations of any United States federal, state or municipal authority or any non-United States governmental authority having jurisdiction thereover.
- (j) Additional Investment Risks. The Subscriber is aware that: (i) the Partnership has no financial or operating history, (ii) investment returns set forth in the Private Placement Memorandum or in any supplemental letters or materials thereto are not necessarily comparable to or indicative of the returns, if any, that may be achieved on investments made by, or in, the Partnership, (iii) the General Partner or a person or entity selected by the General Partner (which may be a manager, member, shareholder, partner or affiliate thereof) will receive substantial compensation in connection with the management of the Partnership, and (iv) no United States federal, state or local or non-United States agency, governmental

authority or other person has passed upon the Interests or made any finding or determination as to the fairness of this investment.

- (k) No Public Solicitation of Subscriber. The Subscriber confirms that it is not subscribing for any Interest as a result of any form of general solicitation or general advertising, including (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

- (l) Investment Advisers Act Matters. The Subscriber, as well as any direct or indirect beneficial owner of the Subscriber that would be identified as a “client” under Rule 205-3 under the Investment Advisers Act, is a “qualified client” within the meaning of the Investment Advisers Act and the rules and regulations promulgated thereunder. The Subscriber agrees that the General Partner and the Partnership may provide in any electronic medium (including via email or website access) any disclosure or document that is required by applicable law to be provided to the Subscriber. In addition, the Subscriber hereby agrees that the board or committee designated in the Partnership Agreement to provide Investment Advisers Act approvals on behalf of the Subscriber is appointed and authorized to do so on behalf of the Subscriber, including, without limitation, any approvals required under Section 206(3) of the Investment Advisers Act and any consent to a transaction that would result in any “assignment” (within the meaning of the Investment Advisers Act) with respect to the General Partner.

- (m) Tax Status of Flow-Through Subscriber. If the Subscriber is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of Sections 671-679 of the United States Internal Revenue Code of 1986, as amended (the “Code”)) or an S corporation (within the meaning of Code §1361) (each a “flow-through entity”), the Subscriber represents and warrants that either:
 - (i) no person or entity will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person’s or entity’s interest in the Subscriber is attributable to the Subscriber’s investment in the Partnership; or

 - (ii) if one or more persons or entities will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person’s or entity’s interest in the Subscriber is attributable to the Subscriber’s investment in the Partnership, neither the Subscriber nor any such person or entity has or had any intent or purpose to cause such person (or persons) or entity (or entities) to invest in the Partnership indirectly through the Subscriber in order to enable the Partnership to qualify for the 100-partner safe harbor under U.S. Department of Treasury Reg. §1.7704-1(h).

- (n) Benefit Plan Investor Status of Subscriber. The Subscriber represents and warrants that, except as disclosed by the Subscriber to the General Partner in the Investor Qualification Statement, the Subscriber is not (i) an “employee benefit plan” that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), (ii) an individual retirement account or annuity or other “plan” that is subject to Code §4975, or (iii) a fund of funds, an insurance company separate account or an insurance company general account or another entity or account (such as a group trust), in each case whose underlying assets are deemed under the U.S. Department of Labor regulation codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (the “Plan Asset Regulation”), to include “plan assets” of any “employee benefit plan” subject to ERISA or “plan” subject to Code §4975 (each of clause (i) through (iii), a “Benefit Plan Investor”). If the Subscriber has indicated in the Investor Qualification Statement that it is not a Benefit Plan Investor, it represents, warrants and covenants that it shall not become a Benefit Plan Investor for so long as it holds Interests.

If the Subscriber is (x) a Benefit Plan Investor or (y) a governmental plan or other retirement arrangement (collectively with Benefit Plan Investors, “Plans”), the Subscriber makes the following representations, warranties and covenants:

- (A) The Plan’s decision to invest in the Partnership was made by duly authorized fiduciaries in accordance with the Plan’s governing documents, which fiduciaries are independent of the Partnership, the General Partner, the Management Company, and their affiliates. No advice or recommendations of the Partnership, the General Partner, the Management Company, or any of their affiliates was relied upon by such fiduciaries in deciding to invest in the Partnership. Such fiduciaries have considered any fiduciary duties or other obligations arising under ERISA, Code §4975 and any other U.S. federal, state or local or non-U.S. law substantially similar to ERISA or Code §4975 (“Similar Law”), including any regulations, rules and procedures issued thereunder and related judicial interpretations, in determining to invest in the Partnership, and such fiduciaries have determined that an investment in the Partnership is consistent with such fiduciary duties and other obligations.
- (B) No discretionary authority or control was exercised by the Partnership, the General Partner, the Management Company, or any of their respective affiliates in connection with the Plan’s investment in the Partnership. No individualized investment advice was provided to the Plan by the Partnership, the General Partner, the Management Company, or their affiliates based upon the Plan’s investment policies or strategies, overall portfolio composition or diversification with respect to its investment in the Partnership.
- (C) The Subscriber acknowledges and agrees that the Partnership does not intend to hold plan assets of the Plan and that none of the Partnership, the General Partner, the Management Company, or any of their respective affiliates will act as a fiduciary to the Plan under ERISA, the Code or any

Similar Law with respect to the Subscriber's purchase or retention of an Interest in the Partnership or the management or operation of the Partnership.

- (D) Assuming the assets of the Partnership are not "plan assets" within the meaning of Section 3(42) of ERISA, the Subscriber's acquisition and holding of Interests will not constitute or result in a non-exempt "prohibited transaction" under ERISA or Code §4975 or a violation of any Similar Law.
- (E) The information provided in (1) Part IV of the Investor Qualification Statement, if the Subscriber is a natural person or alter-ego thereof, or (2) Part V of the Investor Qualification Statement, if the Subscriber is an entity, is true and accurate as of the date hereof; such information will remain true and accurate for so long as the Subscriber holds Interests in the Partnership; and the Subscriber agrees to notify the Partnership immediately if it has any reason to believe that it is or may be in breach of the foregoing representation and covenant.
- (o) Anti-Money Laundering and Anti-Boycott Matters. The Subscriber acknowledges that the Partnership seeks to comply with all applicable anti-money laundering and anti-boycott laws and regulations. In furtherance of these efforts, the Subscriber represents, warrants and agrees that: (i) no part of the funds used by the Subscriber to acquire the Interests or to satisfy its capital commitment or contribution obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, (ii) no capital commitment, contribution or payment to the Partnership by the Subscriber and no distribution to the Subscriber shall cause the Partnership or the General Partner to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC") regulations and (iii) all capital contributions or payments to the Partnership by the Subscriber will be made through an account located in a jurisdiction that does not appear on the list of boycotting countries published by the U.S. Department of Treasury pursuant to Code §999(a)(3), in effect at the time of such contribution or payment. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Partnership Agreement, any side letter or any other agreement, to the extent required by any anti-money laundering law or regulation or by OFAC, the Partnership and the General Partner may prohibit additional capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Interests, and the Subscriber shall have no claim, and shall not pursue any claim, against the Partnership, the General Partner or any other Person in connection therewith.
- (p) Privacy Notice. If a natural person (or an entity that is an "alter ego" of a natural person (e.g., a revocable grantor trust, an individual retirement account or an

estate planning vehicle)), the Subscriber has received and read a copy of the initial privacy notice included with this Subscription Agreement with respect to the General Partner's collection and maintenance of non-public personal information regarding the Subscriber, and the Subscriber hereby requests and agrees, to the extent permitted by applicable law, that the General Partner shall refrain from sending to the Subscriber (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the Federal Trade Commission's Final Rules regarding the Privacy of Consumer Financial Information (the "FTC's Final Privacy Rules")), provided that the General Partner keep an annual privacy notice with the books and records of the business and such annual privacy notice is available to the Subscriber upon its request, and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(c)(2) of the FTC's Final Privacy Rules. The Subscriber understands that, at any time subsequent to the date hereof, it may elect to receive any information contemplated by clauses (i) and (ii) above, but only to the extent that the General Partner is required by applicable law to deliver such information, by providing reasonable prior written notice to the General Partner to such effect.

- (q) Confidentiality. The Subscriber acknowledges and agrees that (i) it has received and may in the future receive Confidential Information regarding the Partnership, the General Partner, the Parallel Fund General Partner, the Parallel Fund, the Ultimate General Partner, the Management Company and each of their respective affiliates, each Alternative Investment Vehicle, if any, each general partner, manager or other control Person of any of the foregoing Persons and each existing or prospective Portfolio Company and its subsidiaries (collectively, the "Partnership Entities") as well as the other Partners and the Parallel Fund Partners, (ii) such Confidential Information contains trade secrets and is proprietary, (iii) disclosure of such Confidential Information to third parties is not in the best interest of any of the Partnership Entities or the Partners or the Parallel Fund Partners and (iv) disclosure of such Confidential Information would cause substantial harm and damages to the Partnership Entities and the Partners and the Parallel Fund Partners. The Subscriber acknowledges and agrees that "Confidential Information" includes any information, materials and data received by the Subscriber in connection with any opportunity to co-invest alongside the Partnership. The Subscriber hereby represents and warrants that, except as previously disclosed to the General Partner in writing, (A) it is not subject to any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree requiring it to disclose to any Person any information, materials or data (whether or not Confidential Information) relating to any of the Partnership Entities or the other Partners or the Parallel Fund Partners or any opportunity to co-invest alongside the Partnership and (B) it is not required by any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree or any agreement or contract to obtain any consent or approval prior to agreeing to be bound by the confidentiality covenant set forth in the Partnership Agreement. The Subscriber hereby represents and warrants that except as previously disclosed in writing to the General Partner, it has taken all actions and obtained all consents necessary to enable it to comply with the provisions of Section 7.13 of the Partnership Agreement. The Subscriber hereby

agrees that it will not use any Confidential Information it receives for any purpose other than monitoring and evaluating its investment in the Partnership or its participation in any opportunity to co-invest alongside the Partnership, as applicable. Any information provided to a Person at the direction or request of the Subscriber shall be treated for purposes hereof and for purposes of the Partnership Agreement as instead having been provided to such Person by the Subscriber, and such deemed disclosure by the Subscriber shall be subject to all of the limitations and other provisions in the Partnership Agreement relating to Confidential Information.

- (r) VCOC Escrow. To the extent required under the Partnership Agreement, the Subscriber will deposit all capital contributions (other than those made pursuant to Section 5.4 of the Partnership Agreement) made by the Subscriber prior to the time the Partnership qualifies as a VCOC (as defined in the Partnership Agreement) in a directed trust account or an escrow fund established by the General Partner that is intended to comply with applicable Department of Labor regulations and rulings under ERISA, including U.S. Department of Labor Advisory Opinion 95-04A, and that will invest such capital contributions in money market instruments or other short-term investments pending (i) release of such funds to the Partnership for long-term investment of such capital contributions by the Partnership on or after the date the Partnership qualifies as a VCOC or (ii) return of such amounts (including earnings thereon) to the Subscriber pursuant to the Partnership Agreement and/or at the end of a mutually agreed upon period of time if no such long-term investment shall have been made during such period.
- (s) Volcker Rule. The Subscriber hereby represents and warrants to the General Partner and the Partnership that the Subscriber is not a “banking entity” as such term is defined under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Volcker Rule”) or qualifies for an exclusion, an exemption and or other relief under the Volcker Rule with respect to the ownership of interests in the Partnership, based on the currently available published regulatory guidance, including the joint notice of final rulemaking issued on December 10, 2013 with respect to the Volcker Rule. The Subscriber agrees that it shall not be entitled to (i) deliver an Opinion of Limited Partner’s Counsel to the effect that it has a Limited Partner Regulatory Problem under Section 7.7 of the Partnership Agreement, or (ii) a General Excused Investment under Section 7.14 of the Partnership Agreement, in either case if the Subscriber at any time fails to qualify for an exclusion, an exemption and/or other relief under the Volcker Rule.
- (t) Additional Representations for Non-U.S. Subscribers. If the Subscriber is not a United States Person, the Subscriber hereby makes those additional representations applicable to residents of the Subscriber’s country of residence as specified in Appendix I to this Subscription Agreement.

5. Miscellaneous Provisions.

- (a) Indemnification. To the maximum extent not prohibited by applicable law, the Subscriber covenants to the General Partner and agrees to indemnify and hold harmless the Partnership and the General Partner for itself and on behalf of the Management Company and each officer, director, shareholder, partner or member of the General Partner and/or the Management Company and each other Person that controls, is controlled by, or is under common control with, any of the foregoing within the meaning of Section 15 of the Securities Act (each, an “Indemnified Party”), from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of (i) any breach of any representation, warranty or certification, or any breach of or failure to comply with any covenant or undertaking, made by or on behalf of the Subscriber in this Subscription Agreement, the Investor Qualification Statement and/or the Tax Forms or in any other document furnished by or on behalf of the Subscriber to any Indemnified Party in connection with acquiring the Interests or (ii) any action instituted by or on behalf of the Subscriber against an Indemnified Party that is finally resolved by judgment against the Subscriber or in favor of an Indemnified Party. The remedies provided in this Section 5(a) shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Subscriber.
- (b) Representations and Warranties; Additional Information. The Subscriber represents and warrants that all of the answers, statements and information set forth in this Subscription Agreement, the Investor Qualification Statement and the Tax Forms are true and correct on the date hereof and will be true and correct as of the date, if any, that the General Partner accepts this Subscription Agreement, in whole or in part. The Subscriber covenants and agrees to notify the General Partner promptly of any change that may cause any answer, statement or information set forth in this Subscription Agreement, the Investor Qualification Statement and/or the Tax Forms to become untrue or misleading in any material respect, and to provide such additional information that the General Partner requests from time to time and deems necessary to determine (i) the eligibility of the Subscriber to hold an Interest or participate in certain Partnership investments, (ii) the Partnership’s or the General Partner’s compliance with applicable regulatory (including tax and ERISA) requirements or (iii) the Partnership’s tax status. The Subscriber also covenants and agrees to provide the Partnership all information that otherwise may be reasonably requested by the General Partner in connection with compliance with applicable law by the General Partner, the Partnership, its Portfolio Companies and their respective affiliates, including, without limitation, all applicable anti-money laundering and anti-boycott laws and regulations. The Subscriber further represents and warrants that, except for any alterations to this Subscription Agreement or the Investor Qualification Statement that have been clearly marked on or prior to the date of acceptance of this Subscription Agreement or otherwise have been specifically identified in writing and accepted by the General Partner on or prior to the date of acceptance of this Subscription Agreement, the Subscriber has not altered or otherwise revised this Subscription Agreement or the Investor Qualification Statement in any manner from the version initially received by the Subscriber. The Subscriber acknowledges that it participated in, or had the meaningful opportunity to

participate in, the negotiations and drafting of this Subscription Agreement. In the event an ambiguity or question of intent or interpretation arises, this Subscription Agreement shall be construed to be the product of meaningful negotiations between the General Partner and the Subscriber and no presumption or burden of proof shall arise favoring or disfavoring either of them by virtue of the authorship of any of the provisions of this Subscription Agreement. The General Partner may agree to waive, modify or limit the applicability and/or scope of any representation, agreement or covenant contained in any Subscription Agreement or Investor Qualification Statement, and any obligation(s) related thereto, to any Person and any such agreement shall not be a side letter or similar agreement for purposes of Section 13.8 of the Partnership Agreement. The Subscriber acknowledges and agrees that the General Partner will rely on the Tax Forms (including any Tax Forms delivered by the Subscriber in the future) provided to the Partnership or the General Partner by or on behalf of the Subscriber.

- (i) In addition to any information required to be provided pursuant to Section 5(b) above, the Subscriber covenants and agrees to provide promptly, and update periodically, at any times requested by the General Partner, any information (or verification thereof) the General Partner deems necessary to comply with any requirement imposed by Code §§1471 - 1474, and any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto, in order to reduce or eliminate withholding taxes. The information required to be provided by the preceding sentence may include, but shall not be limited to, (A) information the General Partner deems necessary to determine whether the Subscriber is a “foreign financial institution” as defined in Code §1471(d)(4) or a “non-financial foreign entity” as defined in Code §1472(d), (B) if the Subscriber is a foreign financial institution, any certification, statement or other information the General Partner deems necessary to determine whether the Subscriber meets the requirements of Code §1471(b) (including entering into an agreement with the U.S. Internal Revenue Service (the “IRS”) pursuant to Code §1471(b) and complying with the terms thereof) or is otherwise exempt from withholding required under Code §1471, and (C) if the Subscriber is a non-financial foreign entity, any certification, statement or other information the General Partner deems necessary to determine whether the Subscriber meets the requirements of Code §1472(b) (which information may be given to the IRS pursuant to Code §1472(b)(3)) or is otherwise exempt from withholding required under Code §1472. The Subscriber acknowledges that if it fails to supply such information on a timely basis, it may be subject to a 30% U.S. withholding tax imposed on (1) U.S.-sourced dividends, interest and certain other income and (2) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets.

(ii) In addition to any information required to be provided pursuant to Section 5(b) and subparagraph (i) above, the Subscriber covenants and agrees to promptly provide, at any times requested by the General Partner, any information (or verification thereof) the General Partner deems necessary for the Partnership to enter into an agreement described in Code §1471(b), and any information required to comply with the terms of that agreement on an annual or more frequent basis. The Subscriber covenants and agrees to waive any provision of foreign law that would, absent a waiver, prevent the Partnership from satisfying any of its reporting or withholding obligations under Code §1471(b)(1) and U.S. Department of Treasury Reg. §1.1471-4. In addition, the Subscriber acknowledges that if it fails to supply such information on a timely basis, it may be subject to a 30% U.S. withholding tax imposed on (A) U.S.-sourced dividends, interest and certain other income and (B) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets. The Subscriber further acknowledges that, if its failure to comply with any requirement pursuant to this Section 5(b) may result in the Partnership being unable to enter into or comply with an agreement described in Code §1471(b) and U.S. Department of Treasury Reg. §1.1471-4, or may result in the IRS terminating such agreement pursuant to U.S. Department of Treasury Reg. §1.1471-4(g) or otherwise, such failure may create a Partnership Regulatory Risk to which the withdrawal provisions of Section 7.7 of the Partnership Agreement would apply. Furthermore, the Subscriber acknowledges that if its failure to comply with any requirement pursuant to this Section 5(b) results in the Partnership being unable to enter into or comply with an agreement described in Code §1471(b) and U.S. Department of Treasury Reg. §1.1471-4, or results in the IRS terminating such agreement pursuant to U.S. Department of Treasury Reg. §1.1471-4(g) or otherwise, the Subscriber will indemnify the Partnership and its direct and indirect owners for any losses resulting from such failure.

(iii) Check one:

X Subscriber is not a foreign entity.

Subscriber is (i) an exempt beneficial owner within the meaning of U.S. Department of Treasury Reg. §§1.1471-6(a) through (g) or (ii) identified as an exempt beneficial owner in either a Model I IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(72)) treated as being in effect or a Model II IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(73)) treated as being in effect.

Subscriber is a foreign financial institution within the meaning of Code §1471(d)(4) and U.S. Department of Treasury

Reg. §1.1471-5(d), and either (i) has entered into an agreement with the Secretary of the Treasury or his designee described in Code §1471(b) and U.S. Department of Treasury Reg. §1.1471-4, (ii) is a deemed-compliant foreign financial institution within the meaning of Code §1471(b)(2) and U.S. Department of Treasury Reg. §1.1471-5(f), or has been identified as a deemed-compliant foreign financial institution in either a Model I IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(72)) treated as being in effect or a Model II IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(73)) treated as being in effect or (iii) is organized in a jurisdiction that has entered into a Model 1 IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(72)) with the United States or the Treasury Department, which Model 1 IGA is treated as being in effect.

— Subscriber is a foreign financial institution within the meaning of Code §1471(d)(4) and U.S. Department of Treasury Reg. §1.1471-5(d), and (i) has not entered into an agreement with the Secretary of the Treasury or his designee described in Code §1471(b) and U.S. Department of Treasury Reg. §1.1471-4, (ii) is not a deemed-compliant foreign financial institution within the meaning of Code §1471(b)(2) and U.S. Department of Treasury Reg. §1.1471-5(f), and has not been identified as an deemed-compliant foreign financial institution in either a Model I IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(72)) treated as being in effect or a Model II IGA (as defined in U.S. Department of Treasury Reg. §1.1471-1(b)(73)) treated as being in effect, and (iii) is either (A) organized in a jurisdiction that has not entered into a Model 1 IGA (within the meaning of U.S. Department of Treasury Reg. §1.1471-1(b)(72)) with the United States or the Treasury Department, or (B) where the Subscriber is organized in a jurisdiction that has entered into a Model 1 IGA (within the meaning of U.S. Department of Treasury Reg. §1.1471-1(b)(72)) with the United States or the Treasury Department, such Model 1 IGA is not treated by the U.S. Department of Treasury as being in effect.

— Subscriber is a non-financial foreign entity within the meaning of Code §1472(d).

- (iv) The Subscriber covenants to promptly notify the General Partner in writing if (A) the IRS terminates any agreement entered into with the Subscriber under Code §1471(b) and U.S. Department of Treasury Reg. §1.1471-4 or (B) any information provided to the General Partner pursuant to subparagraphs (i), (ii) or (iii) above changes.
- (c) Partnership Advisers. The attorneys, accountants and other experts and agents who perform services for the General Partner may also perform services for the

Partnership, the Parallel Fund and any other parallel fund, the Parallel Fund General Partner, the Management Company and/or their respective affiliates. It is contemplated that any such dual representation, if commenced, will continue. The General Partner may, without the consent of any Limited Partner, execute on behalf of the Partnership any consent to the representation of the Partnership that counsel may request pursuant to the rules of professional conduct in the applicable jurisdiction. The General Partner has retained Kirkland & Ellis LLP (together with its affiliate, Kirkland & Ellis International LLP, “Kirkland & Ellis”) and Maples and Calder (“Maples”) in connection with the formation of the Partnership and may retain Kirkland & Ellis and Maples as legal counsel in connection with the management and operation of the Partnership, including, without limitation, making, holding and disposing of investments. Neither Kirkland & Ellis nor Maples will represent the Subscriber or any other Limited Partner or prospective limited partner of the Partnership, unless the General Partner and such Limited Partner or prospective limited partner otherwise agree, in connection with the formation of the Partnership, the offering of the Interests, the management and operation of the Partnership or any dispute that may arise between any Limited Partner, on one hand, and the General Partner and/or the Partnership, on the other hand (the “Partnership Legal Matters”). The Subscriber will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel. The Subscriber agrees that Kirkland & Ellis and Maples may represent the General Partner and/or the Partnership in connection with the formation of the Partnership and any and all other Partnership Legal Matters (including any dispute between the General Partner and the Subscriber or any other Partner). The Subscriber acknowledges and agrees that (i) Kirkland & Ellis’ and Maples’ representation of the General Partner is limited to the specific matters with respect to which they have been retained and consulted by such Persons, (ii) there may exist other matters that could have a bearing on the Partnership, the Partnership’s investments and portfolio companies, the General Partner and/or their affiliates as to which Kirkland & Ellis and Maples have been neither retained nor consulted, (iii) neither Kirkland & Ellis nor Maples undertakes to monitor the compliance of the General Partner and its affiliates with the investment program and other investment guidelines and procedures set forth in the Private Placement Memorandum, the Partnership Agreement and any other presentation or materials presented or provided to the Subscriber by or on behalf of the General Partner or other compliance matters, nor does Kirkland & Ellis or Maples monitor compliance by the Partnership, the General Partner and/or their affiliates with applicable laws, unless in each case Kirkland & Ellis or Maples has been specifically retained to do so, (iv) neither Kirkland & Ellis nor Maples investigates or verifies the accuracy and completeness of information set forth in the Offering Materials concerning the Partnership, the General Partner or any of their respective affiliates and personnel or investments or portfolio companies and (v) except for any opinions specifically set forth in a signed opinion letter issued by Kirkland & Ellis or Maples, neither Kirkland & Ellis nor Maples is providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to any Limited Partner.

- (d) Partnership Agreement Administration. The Subscriber hereby irrevocably constitutes and appoints the General Partner as its true and lawful representative, agent and attorney-in-fact, in its name, place and stead, with full power to make, execute, deliver, sign, swear to, acknowledge and file all certificates and other instruments (including, without limitation, the Partnership Agreement and any other deeds) necessary to (i) amend and/or restate the Partnership Agreement in accordance with its terms, (ii) admit and accede the Subscriber or any other Person, including any transferee of any Limited Partner, as a Limited Partner of the Partnership, and (iii) complete any relevant details and schedules of and to the Partnership Agreement in respect of the Subscriber's or any other Person's subscription for, or other acquisition of, a Limited Partner interest and/or such Person's capital commitment to, and/or capital contributions in respect of, the Partnership.
- (e) Placement Agent. The Subscriber hereby acknowledges and agrees that the Partnership may engage a placement agent (the "Placement Agent") in connection with fund raising for the Partnership, in which case such Placement Agent may be paid a fee, which may be based, in part, on the aggregate amount of Commitments to the Partnership by certain investors, for its placement services as discussed in the Private Placement Memorandum.
- (f) Successors and Assigns. This Subscription Agreement, to the extent accepted by the General Partner, will be binding upon the Subscriber's heirs, legal representatives, successors and permitted assigns.
- (g) Headings. Section and other headings contained in this Subscription Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Subscription Agreement.
- (h) Governing Law. This Subscription Agreement will be governed by and construed in accordance with the laws of the Cayman Islands (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Cayman Islands).
- (i) Arbitration.
- (i) Except as otherwise expressly set forth in this Subscription Agreement and to the maximum extent not prohibited by applicable law, any claim, dispute, controversy or other matter in question arising, excluding with respect to the valuation of Partnership assets, under or relating to this Subscription Agreement, the Investor Qualification Statement or other Offering Materials (any such claim, dispute, controversy or other matter, a "Claim"), shall, if not resolved within 10 days of preliminary negotiation between the parties to such Claim, be resolved through binding arbitration before a panel of three (3) arbitrators (the "Arbitrators") selected from and administered by JAMS (the "Administrator") in accordance with its then existing commercial arbitration rules and practices. Each party to such Claim shall

select one arbitrator and the two parties shall then agree on a third arbitrator, who shall be selected from a list provided by the Administrator. The arbitration shall be held in San Francisco, California.

- (ii) The provisions of California Code of Civil Procedure sections 1283.05 and 1283.1 or their successor sections are incorporated in and made a part of this Subscription Agreement. Depositions may be taken and full discovery may be obtained in any arbitration commenced under this provision.
- (iii) The Arbitrators shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrators shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award special, exemplary or punitive damages, (iii) to award lost profits as a measure of economic damages, or (iv) to reform, modify or materially change this Subscription Agreement or any other agreements contemplated hereunder; provided, however, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily authorized. The Arbitrators also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief they deem just and equitable and within the scope of this Subscription Agreement, including an injunction or order for specific performance.
- (iv) Subject to Sections 5(a) and 5(c) and except as otherwise expressly set forth in this Subscription Agreement, each party to such Claim shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrators; provided, however, that the Arbitrators shall be authorized to determine whether and to what extent a party to such Claim is the prevailing party, and if so, to award to that prevailing party reimbursement for all or any portion of its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrators. Absent the filing of an application to correct or vacate the arbitration award under Federal Arbitration Act sections 9 through 12, each party to such Claim shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award.
- (v) By agreeing to this binding arbitration provision, each Limited Partner understands that it is waiving certain rights and protections

which may otherwise be available if a Claim between the parties were determined by litigation in court, including the right to seek or obtain certain types of damages precluded by this Section 5(i), the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

- (vi) No Limited Partner shall petition any court for the winding up of the Partnership or the General Partner on the grounds that it is just and equitable for the court to make a winding up order against such parties without first having obtained an arbitral award in accordance with this Section 5(i) determining that grounds exist for the making of a winding up order by the court.
- (vii) This Section 5(i) shall be governed by and construed in accordance with the laws of the Cayman Islands.
- (j) Severability. Each provision of this Subscription Agreement, each representation made in the Investor Qualification Statement and each provision of or grant of authority by or in the Power of Attorney, shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Subscription Agreement or the Investor Qualification Statement is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Subscription Agreement or the Investor Qualification Statement, as applicable.
- (k) Survival. The representations and warranties of the Subscriber in, and the other provisions of, this Subscription Agreement and the Investor Qualification Statement shall survive the execution and delivery of this Subscription Agreement and the Investor Qualification Statement, and the admission of the Subscriber to the Partnership.
- (l) Notices. Sections 8 and 19(3) of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply.

* * * * *

IN WITNESS WHEREOF, the Subscriber has executed and unconditionally delivered this Subscription Agreement as a Deed on January 21, 2015.

FOR COMPLETION BY ALL SUBSCRIBERS:

Subscriber's Commitment Amount: \$ 50,000,000

Please indicate to which Partnership the Subscriber is subscribing for a limited partner interest by checking one of the boxes below:

FRANCISCO PARTNERS IV, L.P.

FRANCISCO PARTNERS IV-A, L.P.

Subscriber's Formal Notice Information:
(to be used for formal notice)

Subscriber's Other Contact Information if different
than Formal Notice Information:

Address:

(e.g., home, business or main office)

Address:

See Attached Correspondence Chart

Attention: _____

Attention: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

E-mail: _____

E-mail: _____

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS:
(i.e., individuals)**

Subscriber's Name: _____

(print or type)

Subscriber's Signature: _____

(signature)

Subscriber's Social Security No.: _____

Spouse's Signature: _____

(only required if subscription is
being made by a husband and wife
as joint tenants)

(signature)

Signed in the presence of:



Witness

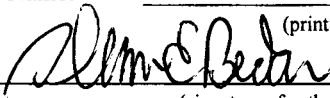
**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:
(i.e., corporations, partnerships, limited liability companies, trusts or other entities)**

Subscriber's Name: _____

Commonwealth of Pennsylvania State Employees' Retirement System

(print or type)

By: _____



(signature of authorized representative)

Name: _____

Glenn E. Becker

(print or type name of authorized representative)

Title: _____

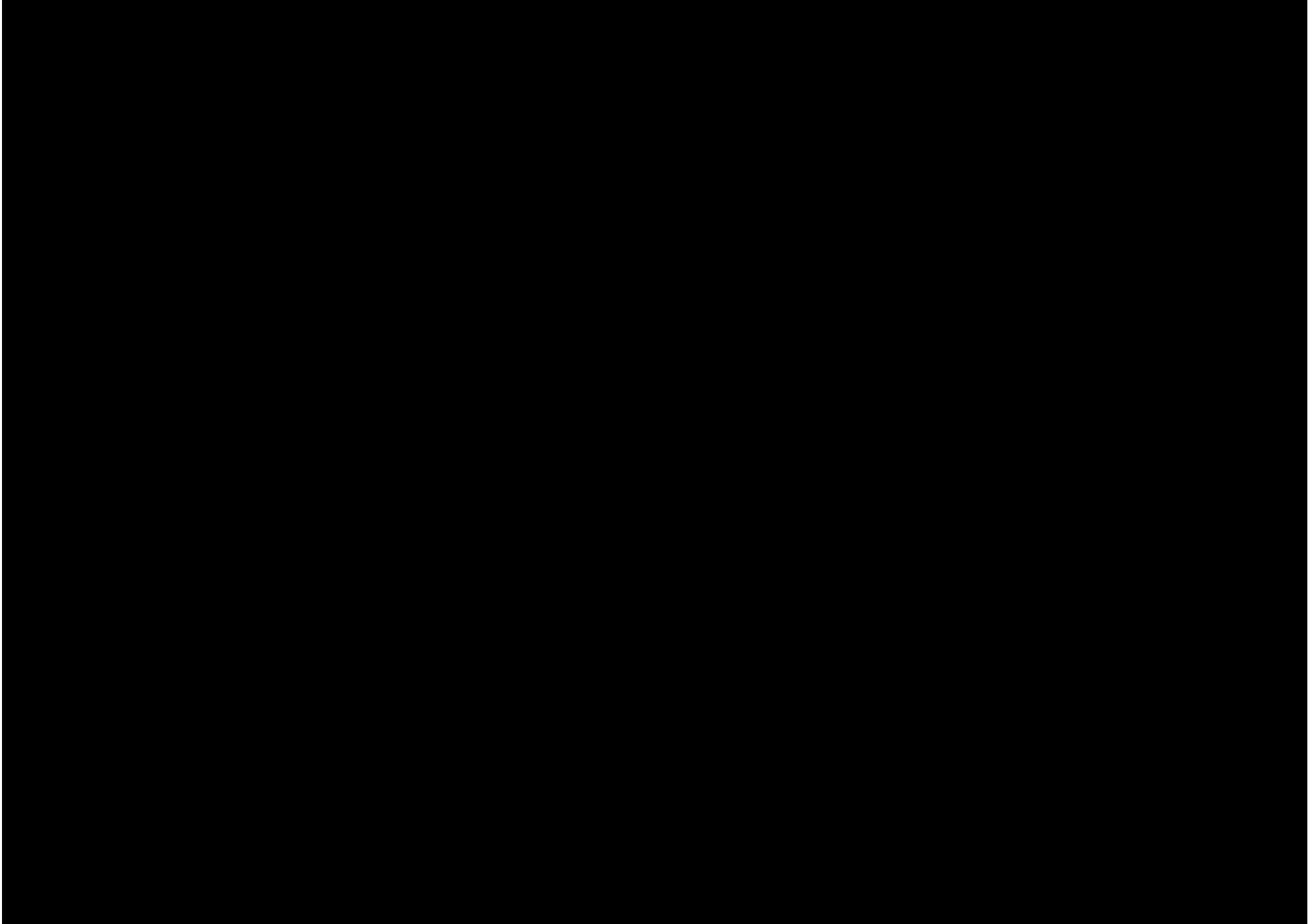
Chairman

(print or type title of authorized representative)

Subscriber's Tax Identification No.: _____

[REDACTED]

Pennsylvania State Employees Retirement System – Correspondence Chart



APPENDIX I
To Subscription Agreement

Additional Representations for Non-U.S. Persons

As used herein, the term “Interests” shall mean limited partner interests in the Partnership and the term “Subscriber” shall mean the person or entity executing the Subscription Agreement as the “Subscriber” to which this Appendix I is attached.

SUBSCRIBERS IN EEA JURISDICTIONS

(Applicable if the Subscriber is domiciled or has a registered office in any of the following jurisdictions: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain.)

The Subscriber understands and acknowledges that the Interests have not been marketed pursuant to the EU Alternative Investment Fund Managers Directive and that consequently the Subscriber will not have any protections or rights under that Directive.

Unless the General Partner expressly acknowledges otherwise, the Subscriber represents, warrants and acknowledges that the Subscriber was not solicited by any person in relation to the Subscriber’s investment in the Partnership and the purchase of the Interests, and the Subscriber requested the Offering Materials, the Investor Qualification Statement, the power of attorney and any other offering materials on the Subscriber’s own initiative.

SUBSCRIBERS IN BAHRAIN

The Subscriber represents, warrants and acknowledges that the offering and sale of the Interests has been made outside of Bahrain.

SUBSCRIBERS IN CANADA

The Subscriber represents and warrants that (a) the Subscriber is an “accredited investor” as defined in Canadian National Instrument 45-106 Prospectus and Registration Exemptions, (b) the Subscriber has fully and truthfully completed the Supplemental Investor Qualification Statement for Canadian Subscribers, available upon request from the General Partner and (c) the Subscriber has not received any general advertising materials relating to the Interests.

SUBSCRIBERS IN THE CAYMAN ISLANDS

The Subscriber represents, warrants and acknowledges that it is not a member of the public in the Cayman Islands, as such phrase is defined in the Exempted Limited Partnership Law, 2014, as amended from time to time.

SUBSCRIBERS IN HONG KONG

The Subscriber represents and warrants that it is a professional investor within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

SUBSCRIBERS IN JAPAN

The Subscriber represents, warrants, acknowledges and agrees that (a) in addition to all other restrictions on transfer, (x) if the Subscriber is a "qualified institutional investor" as defined under Article 2, Paragraph 3, Item 1 of the Financial Instruments and Exchange Act (the "FIEA"), the Subscriber shall not transfer the Interests to a person or entity who is not a "qualified institutional investor" under the FIEA, and (y) if the Subscriber is not a "qualified institutional investor", the Subscriber shall not transfer its Interests to more than one investor in Japan, (b) the Subscriber shall not transfer its Interests to a person or entity set forth in Article 63, Paragraph 1, Item (1)(a), (1)(b) or (1)(c) of the FIEA, (c) the Subscriber has fully and truthfully completed the Supplemental Investor Qualification Statement for Japanese Subscribers, available upon request from the General Partner and (d) the Subscriber is in compliance with any applicable filing requirements under the Foreign Exchange and Foreign Trade Law and other applicable laws of Japan.

SUBSCRIBERS IN KUWAIT

The Subscriber acknowledges that the Partnership Agreement, the Investor Qualification Statement and this Agreement will be executed and this Agreement will be accepted on behalf of the Partnership outside Kuwait, and that the sale of the Interests will take place outside of Kuwait.

SUBSCRIBERS IN MEXICO

The Subscriber represents and acknowledges that (a) the Subscriber became aware of the offering of the Interests through personal communication with the General Partner and not through mass means of communication and (b) the Interests have neither been registered with the National Registry of Securities (Registro Nacional de Valores) maintained by the National Banking and Securities Commission of Mexico (Comisión Nacional Bancaria y de Valores) (the "CNBV") nor approved by the CNBV.

SUBSCRIBERS IN THE NETHERLANDS

The Subscriber represents and warrants that it qualifies as a qualified investor (*gekwalificeerde belegger*) within the meaning of section 1:1 of the Financial Supervision Act (*Wet op het financieel toezicht*), as amended from time to time.

SUBSCRIBERS IN SINGAPORE

The Subscriber represents and warrants that it is an institutional investor within the meaning of Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA") or a person referred to in Section 275 of the SFA.

SUBSCRIBERS IN SWEDEN

The Subscriber represents and warrants that (i) marketing of the Partnership to the Subscriber has been carried out in compliance with the Swedish Act (2013:561) on Managers of Alternative Investment Funds (Sw. lag (2013:561) om förvaltare av alternativa investeringsfonder) (the "AIFMD Act") and (ii) the Subscriber is a "professional investor" as defined in such Act.

SUBSCRIBERS IN SWITZERLAND

The Subscriber represents and warrants that it is an institutional investor with professional treasury management within the meaning of the Circular Letter 03/1 (as amended) issued by the Swiss Banking Commission (Commission fédérale des banques).

SUBSCRIBERS IN TAIWAN (REPUBLIC OF CHINA)

The Subscriber represents and warrants that it is a qualified investor under the ruling issued by the Republic of China Securities and Futures Bureau, Financial Supervisory Commission under the Securities Investment Trust and Consulting Act and the Rules Governing Offshore Funds.

SUBSCRIBERS IN THE UNITED KINGDOM

The Subscriber represents and warrants that either: (a) the Subscriber is an "investment professional," as defined in article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "Financial Promotion Order") (which category includes (i) persons authorized under the Financial Services and Markets Act 2000; (ii) persons exempt from the requirement to be so authorized; (iii) persons whose ordinary activities involve them in investing in such funds for the purposes of a business carried on by them or who it is reasonable to expect will do so for the purposes of a business carried on by them; and (iv) governments, local authorities and *international organizations*), (b) the Subscriber is a high net worth company, unincorporated association etc, as defined in article 49 of the Financial Promotion Order (which category includes (i) a body corporate which has called-up share capital or net assets of (x) where such body corporate has more than 20 members or is a subsidiary undertaking of a parent undertaking which has more than 20 members, not less than £500,000, and (y) in the case of any other body corporate, not less than £5 million; (ii) unincorporated associations and partnerships having net assets of not less than £5 million; and (iii) trustees of trusts where the aggregate value of the cash and investments which form part of the trust's assets (before deducting the amount of its liabilities) is £10 million or more, or has been £10 million or more at any time during the year immediately preceding the date on which the Partnership was first promoted to the trustee), or (c) the Subscriber is a person to whom the Partnership has otherwise lawfully been promoted in accordance with the relevant provisions of the Financial Promotion Order.

