From: HarbourVest Co-Investment VII Buyout Aggregator L.P.
c/o HarbourVest Partners LLC
One Lincoln Street, Suite 1700
Boston MA 02111-2641, U.S.A.

HarbourVest 2025 Global Investment L.P.
c/o HarbourVest Partners LLC
One Lincoln Street, Suite 1700
Boston MA 02111-2641, U.S.A.

HIPEP X Fund L.P.
c/o HarbourVest Partners LLC
One Lincoln Street, Suite 1700
Boston MA 02111-2641, U.S.A.

(together, the "**Co-Investors**")

To: Epiris Co-Invest GP III Limited (the "**Lead Investor**"), as general partner of Epiris Fund III Co-Investment (B) L.P. (the "**Aggregator**")

(together, the "**parties**")

1 September 2026

PROJECT ARTEMIS – LP COMMITMENT AND WRAPPER AGREEMENT

Reference is made to:

(a) the proposed acquisition, either by way of a takeover offer or scheme of arrangement or otherwise, by Bradbury Bidco Limited ("**Bidco**") of the entire issued and to be issued share capital of Gamma Communications plc (the "**Target**" and, together with its subsidiary undertakings from time to time, the "**Target Group**" and each undertaking, a "**Target Group Company**") (such acquisition being the "**Artemis Acquisition**");

(b) the proposed investment in the Aggregator by the Co-Investors (the "**LP Commitment**");

(c) using the proceeds of the LP Commitment, the proposed investment in Tomlinson Topco Limited ("**Topco**") (together with its subsidiary undertakings from time to time, including the Target Group from Completion (defined below), the "**Group**") by the Aggregator, Epiris QAHC III Limited ("**Epiris Fund III**"), Epiris QAHC III (B) Limited (together with Epiris Fund III, the "**Epiris Funds**") and the Ares Co-Investors (as defined in the Equity Subscription Agreement) pursuant to the equity subscription and wrapper agreement dated on or around the date of this Letter between, amongst others, the Ares Co-Investors, the Epiris Funds and the Aggregator in respect of Topco (the "**Equity Subscription Agreement**"); and

(d) Bidco and the Target's intention to announce on or around the date of this Letter an offer (the "**Offer**") in relation to the Artemis Acquisition pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**").

The parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Letter, unless expressly stated otherwise:

(a) "**Affiliate**" means any person who or which, directly or indirectly, controls, or is controlled by, or is under common control with, such person, and "control" (together with its correlative meanings, "controlled by" and "under common control with") means, with respect to any other person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise), but excludes any portfolio or investee company in which such person, or any investment fund managed or advised by such person, holds any interest;

(b) "**Business Day**" means a day which is not a Saturday, a Sunday or a public holiday in London, England or St Helier, Jersey;

(c) "**Concert Party**" means any person acting in concert (as such term is defined in the Code) with a Co-Investor;

(d) "**Condition Precedent**" means the Effective Date having occurred;

(e) "**Effective Date**" means the date on which the Artemis Acquisition becomes effective, being: (i) if the Artemis Acquisition is effected by way of a scheme of arrangement, the date of such scheme having become effective pursuant to its terms; or (ii) if the Artemis Acquisition is implemented by way of a takeover offer, the date of such offer having been declared or become unconditional in all respects, in each case, in accordance with the requirements of the Code and the Companies Act 2006;

(a) "**Joint Expenses**" means: (i) the fees and expenses of the Joint Advisers; and (ii) any other costs or expenses of Bidco, in each case reasonably and properly incurred in relation to the Artemis Acquisition and in each case including VAT to the extent applicable;

(b) "**Joint Advisers**" means the advisers listed in Schedule 3 and any other advisers or third parties appointed in writing jointly by the Lead Investor and by Bidco in relation to the Artemis Acquisition;

(c) "**Panel**" means the UK Panel on Takeovers and Mergers;

(d) "**Relevant Concert Party**" means, in respect of each Co-Investor, any Concert Party that: (i) is aware of the Transaction; (ii) is a subsidiary of that Co-Investor or a director of that Co-Investor; or (iii) in respect of which the Code presumes (or the Panel determines) is acting in concert with that Co-Investor; and

(e) "**Target Interest**" means any interest in any shares or other equity securities of, or relating to, the Target.

1.2 The headings and sub-headings in this Letter are inserted for convenience only and shall not affect the construction of this Letter.

1.3 References herein to "**Schedules**" are references to schedules of this Letter.

1.4 Each of the Schedules shall form part of this Letter.

2. LP SUBSCRIPTIONS

2.1 Within three Business Days of the satisfaction of the Condition Precedent, each Co-Investor shall invest the amount as set out opposite its name in Schedule 2 to this Letter (such amount being the relevant Co-Investor's "**Individual Commitment**"), which amounts total £215,800,000 in cash (in immediately available funds denominated in pounds sterling) (the "**Aggregate Commitment**"), for limited partnership interests in the Aggregator, in each case: (i) in accordance with, and with such limited partnership interests entitled to the rights and subject to the obligations set out in, the LP term sheet set out in Schedule 1 (the "**LP Term Sheet**"); (ii) subject to paragraph 7.3(a) of this Letter, in accordance with the tax structure paper related to the Artemis Acquisition produced by PwC on or around the date of this Letter (as updated or amended from time to time with the agreement of the Lead Investor) (the "**Tax Paper**"); and (iii) at the same price per limited partnership interest as each other Co-Investor pays for such limited partnership interest. For the avoidance of doubt and notwithstanding anything to the contrary in this Letter, the obligations, undertakings and warranties in this Letter by any of the Co-Investors are several between each Co-Investor and not joint or joint and several. For the purposes of this Letter, "**Relative Proportion**", in relation to any Co-Investor, shall mean the proportion that such Co-Investor's Individual Commitment bears relative to the Aggregate Commitment.

2.2 The Aggregator (acting by the Lead Investor) shall procure that, upon receipt of the amount referred to in paragraph 2.1, the Aggregator shall admit each Co-Investor as a limited partner of the Aggregator and issue to each Co-Investor the relevant limited partnership interests.

2.3 Subject to the terms of this Letter, each of the parties consents to the subscriptions provided for in this Letter and irrevocably waives or agrees to procure the waiver of any rights or restrictions which may exist which might otherwise prevent or invalidate any such subscriptions.

2.4 Without prejudice to paragraph 2.5, the Aggregate Commitment may be adjusted by written agreement between the Co-Investors, the Aggregator and the Lead Investor at any time prior to three Business Days of the satisfaction of the Condition Precedent, provided that the amounts set out in Schedule 2 shall be adjusted accordingly. In addition, if the Lead Investor notifies the Co-Investors that it has received written notice from Limewood Investments 1 L.P. (acting by its general partner, Limewood Investments 1 GP Limited) ("**Limewood**") pursuant to paragraph 2.5 of the Equity Subscription Agreement that Limewood wishes to increase its contribution to the Aggregator from £4,500,000 to an amount not exceeding £27,300,000, then the amounts to be invested by the Co-Investors pursuant to paragraph 2.1 shall be varied to reflect both the increase in Limewood's contribution and the fact that the amounts to be invested by each of the Co-Investors and the Epiris Funds (each as defined in and pursuant to the Equity Subscription Agreement) shall be reduced pro rata (and, for the avoidance of doubt, the amounts to be invested by the Ares Co-Investors shall not be affected by any such adjustment).

2.5 The amounts set out in Schedule 2 can be adjusted as between the Co-Investors and any other funds managed, directly or indirectly, by HarbourVest Partners, LLC by written notice on behalf of the Co-Investors to the Aggregator and the Lead Investor at any time prior to three Business Days of the satisfaction of the Condition Precedent, provided that the aggregate amount set out in paragraph 2.2 shall not be reduced by such adjustments.

3. USE OF SUBSCRIPTION PROCEEDS

The Aggregator (acting by the Lead Investor) shall procure that the Aggregator applies the subscription amounts referred to in paragraph 2.1 towards funding Topco (whether by way of subscription for shares, shareholder loan or otherwise) in accordance with the Equity Subscription Agreement and the Tax Paper.

4. LP INVESTMENT DOCUMENTS

4.1 The parties agree to use their reasonable endeavours to:

(a) agree and enter into a limited partnership agreement relating to the Aggregator (the "**LPA**"); and

(b) agree and, to the extent they are a party, enter into such other ancillary documents as may be agreed between the parties as being required to give effect to the transactions contemplated in this Letter, the LP Term Sheet or the Tax Paper (subject to paragraph 7.3(a) of this Letter),

(together, the "**LP Investment Documents**") in each case: (i) as soon as reasonably practicable following the date of this Letter and, in any event, prior to completion of the Artemis Acquisition ("**Completion**"); and (ii) subject to paragraph 4.2, in forms which are substantially consistent with the terms set out in the LP Term Sheet and the Tax Paper (subject to paragraph 7.3(a) of this Letter).

4.2 The parties acknowledge that the LP Term Sheet does not contain or address all of the terms that would be reflected in typical documentation for a transaction and investment structure of this type and nature and the parties agree to use reasonable endeavours to negotiate and agree such terms (provided that they do not contradict the terms of this Letter, the LP Term Sheet or the Tax Paper (subject to paragraph 7.3(a) of this Letter)) to be included in the LP Investment Documents in accordance with market norms for a transaction and investment structure of this type and nature.

5. CONSEQUENCES OF FAILING TO AGREE THE LP INVESTMENT DOCUMENTS

If the parties fail to agree the terms of, and fully execute and deliver, the LP Investment Documents prior to Completion:

(a) then those parties will continue following such date to use reasonable endeavours to:

(i) agree the terms of the LP Investment Documents in the form that is required or desirable to reflect the terms and implement the structure set out in the LP Term Sheet and the Tax Paper (subject to paragraph 7.3(a) of this Letter) as soon as is practicable;

(ii) as soon as practicable after all LP Investment Documents are agreed, enter into the LP Investment Documents to which they are a party; and

(iii) complete the transactions contemplated by such LP Investment Documents in accordance with the terms so agreed; and

(b) from and including the date of Completion until the LP Investment Documents have been entered into, the terms set out in the LP Term Sheet will be legally binding on the parties and form the legal basis for their ongoing relationship as investors in the Aggregator until the LP Investment Documents are executed (provided that if any provision of the LP Term Sheet is held to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions).

6. APPOINTMENT OF ADVISERS AND COSTS

6.1 The Co-Investors agree to the engagement of the Joint Advisers to assist with the evaluation, and to progress any steps agreed by the Co-Investors towards implementation, of the Artemis Acquisition, as determined by the Aggregator (acting by the Lead Investor) acting reasonably and in accordance with each of the LP Term Sheet, the LP Investment Documents and the Tax

Paper (subject to paragraph 7.3(a) of this Letter). The Co-Investors agree that those Joint Advisers shall act in relation to the Artemis Acquisition on behalf of the Co-Investors and Bidco. The Co-Investors shall procure that the Joint Expenses are apportioned among the Co-Investors, Bidco or any subsidiary of Bidco (as applicable) in accordance with the provisions of paragraph 6.2.

6.2 The costs and expenses incurred in relation to the Artemis Acquisition shall be borne as follows:

(a) each Co-Investor shall bear its own costs and expenses, including the fees and expenses of any separate adviser appointed by it, in respect of work pertaining to its own individual benefit or position;

(b) if the Artemis Acquisition does not complete, the Aggregator's contribution to the Joint Expenses pursuant to paragraph 6.2(c) of the Equity Subscription Agreement (the "**Aggregator Contribution**") shall be borne by the Co-Investors in their respective Relative Proportions; and

(c) if the Artemis Acquisition successfully completes or if any of the LP Investment Documents is implemented, or is subsequently varied or amended, in breach of this Letter, the Aggregator and the Co-Investors shall cause the Aggregator Contribution to be borne by Bidco or a subsidiary thereof and not, for the avoidance of doubt, by any of the Co-Investors.

6.3 Subject to paragraphs 6.2 and 6.4, upon termination of this Letter, the Aggregator and the Co-Investors shall jointly and as soon as practicable agree a written statement of the Joint Expenses then incurred and each Co-Investor's share of the Aggregator Contribution based on its Relative Proportion and, within 30 Business Days following receipt of that statement and subject to receipt of final invoices from the relevant Joint Advisers, each Co-Investor shall pay its Relative Proportion of the Aggregator Contribution.

6.4 If a Co-Investor withdraws from its Individual Commitment under this Letter or the Artemis Acquisition does not complete as a result of a Co-Investor's breach of, or failure to comply with, its obligations under this Letter, the withdrawing or defaulting Co-Investor (the "**Withdrawing Co-Investor**") shall, within the period and following the process specified in paragraph 6.3, pay its share of the Aggregator Contribution accrued up to the date of withdrawal or default (as applicable) to the remaining Co-Investors, **provided that**, if the Aggregator Contribution is borne by Bidco or a subsidiary thereof in accordance with paragraph 6.2(c), the remaining Co-Investors shall reimburse on a pro rata basis the Withdrawing Co-Investor for its share of such contribution.

6.5 If the Artemis Acquisition is completed, the Lead Investor or an Affiliate thereof shall procure that: (a) the engagement agreement by which any Joint Adviser is engaged is to be novated and/or amended and/or transferred such that Bidco (or an Affiliate of Bidco) becomes a client of the relevant Joint Adviser in respect of the advice provided by that Joint Adviser in relation to the Artemis Acquisition; or (b) Bidco (or an Affiliate of Bidco) is to be otherwise entitled to rely on such advice.

7. AGGREGATOR UNDERTAKINGS

7.1 The Aggregator warrants to the Co-Investors as at the date of this Letter and immediately prior to Completion that neither the Aggregator nor any of its Affiliates (including Topco, Mears Midco Limited, Mysterio Midco Limited and Bidco) has traded, conducted any business or incurred any liabilities (other than those incidental to their incorporation or formation and ongoing corporate maintenance and those incidental to the Artemis Acquisition) and that the incorporation or formation of the Aggregator and its subsidiaries has been carried out in accordance with the Tax Paper.

7.2 The Aggregator agrees to promptly provide the Co-Investors with all relevant information, advice and analyses obtained or developed by it or its Representatives (as defined below) and in its possession regarding any member of the Target Group, Topco or any of Topco's Affiliates, the market of any member of the Target Group, the Offer and/or any part of the Artemis Acquisition, subject to (where necessary) execution by the Co-Investors of hold harmless letters and/or confidentiality undertakings (in reasonable forms) and provided that advice, information and analyses pertaining to the Aggregator's or the Lead Investor's own individual benefit or position (including internal investment committee documents or memoranda) or where legal privilege in which would be prejudiced if so provided is not required to be provided under this paragraph 7.2.

7.3 The Aggregator (acting by the Lead Investor) agrees not to undertake, or permit any of the following decisions or actions without the prior written consent of the Co-Investors:

(a) agree to change the structure of the Transaction or any of the transactions contemplated under the LP Investment Documents in such a way which would have, directly or indirectly, (x) a material adverse effect on any of the Co-Investors or the Aggregator or (y) a disproportionate adverse effect on the Aggregator relative to the Epiris Funds or the Ares Co-Investors;

(b) agree any material amendments to the terms of the Offer (including the entry into any agreement or commitment in connection with the Offer, the variation or waiver of any condition of the Offer or any switch from the Offer being a scheme to a takeover offer and vice versa) which would have, directly or indirectly, (x) a material adverse effect on any of the Co-Investors or the Aggregator or (y) a disproportionate adverse effect on the Aggregator relative to the Epiris Funds or the Ares Co-Investors;

(c) communicating with the Panel on Takeovers and Mergers, to the extent such communication refers to or otherwise involves, directly or indirectly, any of the Co-Investors;

(d) agreeing on any divestitures that might be made in connection with the Artemis Acquisition, including all matters regarding the negotiations, and terms and conditions of any divestitures which would have, directly or indirectly, (x) a material adverse effect on any of the Co-Investors or the Aggregator or (y) a disproportionate adverse effect on the Aggregator relative to the Epiris Funds or the Ares Co-Investors; and

(e) preparing applications, and approaching relevant regulators, to obtain all regulatory consents and approvals required in connection with the Artemis Acquisition and the form of each application and/or correspondence in respect thereof to the extent such application or approach relates to or refers to a consent or approval that is required by any of the Co-Investors or their Affiliates in respect of the Transaction.

8. CO-OPERATION AND CONDUCT

8.1 Each party warrants to the other parties that it has the requisite power and authority to enter into this Letter, this Letter is binding on it in accordance with its terms and the execution and delivery of, and performance of its obligations under, this Letter will not result in any breach of its constitutional documents, any instrument to which it is a party or by which it is bound or a breach of any order, judgement or decree of any court or governmental agency to whose jurisdiction it is subject.

8.2 Each Co-Investor agrees that, save with the prior written consent of the Aggregator, it shall not, and will procure that none of its Concert Parties, Affiliates or their respective Representatives (as defined below) within their control shall, otherwise than in accordance with such steps that the Aggregator agrees to take towards implementation of the Artemis Acquisition (the "**Transaction**"), until the date falling 12 months after the date of this Letter:

(a) acquire, or offer, commit or otherwise agree to acquire (including entering into any agreement, arrangement or obligation whether or not legally binding or subject to any condition, or which is to take effect upon or following this Letter ceasing to be binding and/or terminating or upon or following any other event), in each case directly or indirectly, any interest in: (i) any shares in the capital of Target or any other securities of Target or any rights to subscribe for such shares or securities or options in respect of, or derivatives referenced to, such shares or securities (the "**Relevant Securities**"); or (ii) any business, operations or assets of any Target Group Company;

(b) enter into any agreement, understanding or arrangement with respect to the acquisition of Target, any Target Group Company or all or any substantial part of the assets of the Target or any Target Group Company, including anything similar to the Artemis Acquisition (a "**Restricted Transaction**") or the holding, voting or disposition of any Relevant Securities;

(c) enter into, continue, solicit, facilitate or encourage any discussion, enquiry or proposal from, or discussions or negotiations with, any person whatsoever (other than the other Co-Investors and their respective Representatives) in relation to a Restricted Transaction or the financing thereof or solicit or assist any such person to enter into a Restricted Transaction; or

(d) engage in proxy solicitation, or make proposals to the board of directors of the Target or advisers of the Target, that would be required to be publicly disclosed,

save that nothing in this paragraph 8.2 will prevent, after the announcement in relation to the Artemis Acquisition pursuant to Rule 2.7 of the Code, any Co-Investor from soliciting, entering into or continuing any discussions or negotiations in relation to and/or entering into any agreement or arrangement with providers of financing or management members of the Target Group.

8.3 Each Co-Investor agrees to knowingly refrain from taking any action or making any omission in connection with the Transaction that will have (or is reasonably likely to have) an adverse or prejudicial effect on the successful implementation of any part of the Transaction.

8.4 Each Co-Investor represents and warrants to the other parties that, as at the date of this Letter, so far as it is actually aware, neither it nor any of its Concert Parties currently holds or has acquired any Target Interest in the 12 months prior to the date of this Letter, but shall make all reasonable enquiries and inform Bidco if it becomes aware after announcement of the Artemis Acquisition of any Target Interests held by its Concert Parties. For the avoidance of doubt: (i) this paragraph shall not permit nor require any Co-Investor to make any disclosure of Confidential Information to any Concert Party who is not already aware of the Transaction; and (ii) the above representation and warranty is limited to the actual awareness of each Co-Investor of the Target Interests of its Concert Parties as at the date of this Letter.

8.5 Each Co-Investor hereby undertakes:

(a) not to, and to procure that any of its Relevant Concert Parties shall not, without the prior written consent of the Aggregator, acquire or dispose of any Target Interest;

(b) to take such action in connection with the Transaction as the Aggregator (acting by the Lead Investor) (acting reasonably and in good faith) may request in accordance with the terms of this Letter; and

(c) to refrain from taking any voluntary action in connection with the Transaction that will, to its knowledge, have (or is reasonably likely to have) an adverse or prejudicial effect on the successful consummation of the Transaction.

8.6 The Aggregator (acting by the Lead Investor) will have responsibility for conducting any negotiations in respect of the Offer and the Artemis Acquisition.

8.7 Each Co-Investor agrees:

(a) to cooperate with each other party in obtaining any antitrust or other regulatory filings or interactions which may be mandatory or advisable for the Artemis Acquisition and shall cooperate with each other in obtaining necessary or appropriate information from any Target Group Company;

(b) to comply with, and procure that its Affiliates comply with and direct that any person acting in concert with it complies with, the Code and all applicable laws in connection with the Transaction; and

(c) that it is a Concert Party of Bidco under the Code in relation to the Artemis Acquisition, and agrees to provide to Bidco's Representatives all reasonably requested relevant information in relation to it and use all reasonable efforts to provide information in relation to any person acting in concert with it as reasonably required: (i) for public disclosure as required by the Code; (ii) in connection with any regulatory filings required in any jurisdiction; (iii) for any cash confirmation process; or (iv) for any financing arrangements, in each case for the purposes of the Transaction.

8.8 Notwithstanding anything to the contrary, for the purposes of the procurement obligations under this Letter, no Co-Investor nor any of its Affiliates will be deemed to be able to direct or procure any other Co-Investor or any of their Affiliates solely because of this Letter and/or the investment arrangements.

8.9 Without prejudice to any other provision, the parties, their respective Affiliates and any Epiris funds (including the Epiris Funds) who are bona fide required to satisfy ERISA obligations in order to qualify as venture capital operating companies will be entitled to benefit from such customary rights as are required to satisfy such obligations provided that no such rights can supersede or alter or contradict the agreement among the parties on shareholder rights or governance otherwise reflected in the Equity Subscription Agreement.

9. GENERAL

9.1 The parties may not assign, transfer, charge or otherwise deal with all or any of its rights under this Letter nor grant, declare, create or dispose of any right or interest in it, provided that the Co-Investors may assign their rights under this Letter to any of their Affiliates with the prior written consent of the Aggregator (not to be unreasonably withheld).

9.2 The parties shall (and shall procure that their respective Representatives within their control shall) promptly execute and deliver all such documents and do all such things which are necessary from time to time, for the purpose of giving full effect to the provisions of this Letter in accordance with the terms of this Letter.

9.3 This Letter sets out the entire agreement between the parties relating to the subject matter of this Letter and, save to the extent expressly set out in this Letter, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This paragraph shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9.4 Save as expressly set out in this Letter, none of the parties shall be entitled to rescind or terminate this Letter in any circumstances whatsoever at any time, whether before or after Completion, and the parties waive any rights of rescission or termination they may have other than as expressly set out in this Letter.

9.5 A failure or delay by a party to exercise any right or remedy provided under this Letter or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Letter or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

9.6 A waiver of any right, remedy or condition under this Letter shall only be effective if given in writing and, in respect of a breach or default, shall not be deemed a waiver of any subsequent breach or default. A party that waives a right or remedy provided under this Letter or by law in relation to another party does not affect its rights in relation to any other party.

9.7 No variation or amendment of this Letter shall be valid unless it is in writing and duly executed by or on behalf of the parties hereto.

9.8 Where any provision of this Letter is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then such provision shall be deemed to be severed from this Letter and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under this Letter and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Letter.

9.9 The parties acknowledge that damages may not be an adequate remedy for any breach of this Letter and each party shall be entitled to seek the remedies of injunction, specific performance and any other equitable remedy (other than rescission) for any threatened or actual breach of this Letter.

9.10 Nothing in this Letter is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

9.11 Any notice or other communication given under this Letter or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in paragraph 9.12 and served:

(a) by e-mail in which case it shall be deemed to have been given at the time of transmission to the relevant e-mail address unless delivered after 17:30 in the place of receipt in which case it shall be deemed to have been received on the next Business Day in the place of receipt;

(b) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address unless delivered after 17:30 in the place of delivery in which case it shall be deemed to have been received on the next Business Day in the place of delivery;

(c) if within the United Kingdom, by first class registered post, in which case it shall be deemed to have been given two Business Days after posting; or

(d) if from or to any place outside the United Kingdom, by pre-paid airmail or air courier, in which case it shall be deemed to have been given five Business Days after posting.

9.12 In proving receipt of any notice or other communication served in accordance with this paragraph 9 it shall be sufficient to prove that the notice was addressed to the address of the relevant party set out or referred to in paragraph 9.13, and if delivered by:

(a) hand, that the notice was left at the relevant address;

(b) post, that the notice was delivered into the custody of the postal authorities as a first class pre-paid post (and evidenced by a certificate of posting) or pre-paid recorded airmail or air courier; or

(c) email, that a copy of the sender's email bearing the recipient's email address and the time and date when the email was sent (and provided that the sender does not receive an automated message of failed delivery).

9.13 Notices under this Letter shall be sent for the attention of the person and to the address, subject to paragraph 9.13(a), as follows:

(a) for the Harvour Vest Funds, as set forth next to its name on page 1 of this Letter or to the following e-mail addresses:

HarbourVest: REDACTED

with copies to REDACTED at Debevoise & Plimpton LLP (such copies not in themselves constituting valid service of such notice); and

(b) for the Aggregator and the Lead Investor, as set forth next to its name on page 1 of this Letter or to the following e-mail addresses:

Aggregator or Lead Investor: REDACTED ;

with copies to REDACTED

at Latham & Watkins (such copies not in themselves constituting valid service of such notice).

9.14 Any party to this Letter may notify the other parties of any change to its or his address or other details specified in paragraph 9.13 provided that such notification shall only be effective on the date specified in such notice or five days after the notice is given, whichever is later.

9.15 A person who is not a party to this Letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9.16 This Letter may be executed in any number of counterparts. Each counterpart shall constitute an original of this Letter but all the counterparts together shall constitute but one and the same instrument.

10. CONFIDENTIALITY

10.1 For the purpose of this Letter, "**Confidential Information**" means:

(a) the terms and any other aspect of the subscriptions referred to in this Letter, including the fact that the parties have entered into, and entered into discussions relating to this Letter;

(b) the negotiations relating to, provisions of and performance of, this Letter and related documents; and

(c) any information of a confidential nature relating to the subject matter of this Letter disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party to any other party (the "**Receiving Party**") whether before, on or after the date of this Letter,

but shall not include:

(i) information that has come or comes into the public domain through no act or omission of the Receiving Party in breach of this Letter;

(ii) information which the Receiving Party can evidence having known before the discussions relating to this Letter commenced; or

(iii) information which is disclosed to the Receiving Party by a third party where, to the Receiving Party's knowledge, such disclosure by the third party is not in breach of any confidentiality restrictions.

10.2 Each party shall, and shall procure that its Affiliates shall, and direct that its Representatives (as defined below) shall, treat as strictly confidential all Confidential Information and shall not disclose, announce or make available to any third parties any Confidential Information.

10.3 Notwithstanding the above, a party may disclose Confidential Information:

(a) to the extent that such disclosure is required by applicable law or regulation of any jurisdiction to which the Receiving Party is subject;

(b) to the extent such disclosure is required by any securities exchange or regulatory or governmental body or tax authority to which the Receiving Party is subject; and

(c) with the prior consent in writing of the Aggregator (acting by the Lead Investor) and the Co-Investors.

10.4 Notwithstanding the above, the parties and their respective Representatives (as defined below) may disclose Confidential Information to:

(a) any Affiliate and its and its Affiliates' respective members, directors, officers, employees, agents, consultants, financing sources and advisers ("**Representatives**");

(b) its and its Affiliates' partners, trustees, nominees or managers of, or advisors to, it or its Affiliates, or to any investor or potential investor in it;

(c) any company or fund (including any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by it or its Affiliates or in respect of which it or its Affiliates is/are a general partner, or which is advised or managed by an its general partner, affiliate, trustee, nominee, manager or adviser, or any potential investors in any such company or fund or any potential such company or fund;

(d) any co-investment scheme of the Epiris Funds, the Aggregator or a Co-Investor (as the case may be) or any person holding shares under such scheme or entitled to the benefit of shares under such scheme; or

(e) any provider of finance to it, its Affiliates, any member of the Group or any of the foregoing, subject always to appropriate obligations as to confidentiality being in place and provided that such persons need to know the information for the purposes of considering, evaluating, advising on or furthering the transactions in connection with the Artemis Acquisition or any matters arising in connection with the transactions in connection with the Artemis Acquisition or provision of finance.

11. DURATION

11.1 This Letter and, subject to paragraph 11.2, the obligations under this Letter shall expire upon the earlier of:

(a) the Co-Investors' admission into the Aggregator;

(b) the termination of this Letter by the parties in writing;

(c) the date on which the offer in relation to the Artemis Acquisition pursuant to Rule 2.7 of the Code lapses or is withdrawn (in each case in accordance with the Code and with the consent of the Panel if required); and

(d) the date that is 12 months after the date of this Letter.

11.2 The provisions of paragraphs 1, 5 and 8 to 12 (inclusive) shall survive the termination or expiration of this Letter.

12. GOVERNING LAW AND JURISDICTION

12.1 This Letter and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

12.3 For the purposes of this paragraph, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Letter, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Letter or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Letter.

SCHEDULE 1

LP TERM SHEET

Project Artemis
Co-Investment LP: Summary of key commercial terms

This is a high-level summary of certain principal commercial terms only. It is being communicated on a strictly confidential and information only basis to a limited number of recipients, each of whom is assumed to be a qualified, professional investor. It is a non-exhaustive summary and the terms of the Partnership (as defined below) will be as set out in the limited partnership agreement governing the Partnership, to be made available in due course. In the event of any conflict or inconsistency between this summary and the limited partnership agreement of the Partnership, the limited partnership agreement will prevail. Nothing in this summary is, or is intended to be, an offer of interests in the Partnership.

The Investment	Epiris Fund III Co-Investment (B) LP (the "**Partnership**") intends to make an initial investment, directly or indirectly, in Project Artemis and to invest up to a further 10% of the initial investment amount in one or more follow-on investments from time to time. Each participating investor will make its investment as a limited partner in the Partnership, a Jersey limited partnership. The Partnership will be managed by its general partner Epiris Co-Invest GP III Limited (the "**General Partner**").
Commitments	Limited partners in the Partnership will make fixed commitments ("**Commitments**") to provide capital to the Partnership in an amount sufficient to fund the initial investment, a further 10% of the initial investment amount for follow-on investments and applicable costs and expenses (including an amount equal to the administration cost, on the basis outlined below). The Partnership will be denominated in £.
Co-investment arrangements and follow-on investments	The Partnership shall invest in the investment in parallel with and on substantively the same terms (including the same economic terms) as Epiris Fund III LP and Epiris Fund III (B) LP (the "**Epiris Fund**"). If any potential follow-on investment opportunities arise for the Epiris Fund with respect to Artemis, the Partnership will be offered its proportionate share on substantively the same terms (including the same economic terms) as the Epiris Fund. In respect of any follow-on investment in Artemis in excess of the amount of the Partnership's available Commitments, the Partnership's limited partners will be given the opportunity to take up their relevant proportion of any such follow-on investment by making an increased commitment to the Partnership. In the event that any limited partner declines to participate, the General Partner shall have the discretion to determine whether, how and to whom any residual portion of the opportunity is allocated.
Term	The Partnership will terminate as soon as reasonably practicable following the realisation of its last remaining investment interests and the distribution of the corresponding proceeds.
Administration cost	The Partnership will pay or allocate and distribute an annual administration cost to the General Partner of an amount equal to 0.20% per annum of the aggregate acquisition cost of all investments of the Partnership which have not been realised or permanently written off. The administration cost will be borne quarterly in arrears.
Establishment and other expenses	The Partnership will bear all fees, costs, expenses and liabilities (together with any applicable taxes) incurred in connection with the establishment and offering of interests in the Partnership. The Partnership will bear its proportionate share of the acquisition expenses of investments and its own ongoing fees, costs, expenses and liabilities in connection with its operations (including those of investment holding vehicles) (together with any applicable taxes).

Drawdowns

The General Partner shall draw limited partners' Commitments on not less than ten business days' prior written notice, provided that the General Partner may issue drawdown notices on shorter notice in respect of the first drawdown for the original acquisition of the investment where it has previously notified the limited partners of the due date for payment of the drawdown notice.

Amounts available for distribution which are in aggregate equal to amounts drawn to fund the Partnership's fees, costs and expenses (including the administration cost) may be withheld by the General Partner for re-use by the Partnership or may be distributed to limited partners and increase undrawn Commitments accordingly.

If a limited partner fails to satisfy a drawdown notice, then the General Partner may take a number of customary steps with a view to remedying and/or mitigating the impact of such default.

Fees

The General Partner, Epiris LLP and/or their respective associates and/or respective personnel may charge and receive fees in respect of the portion of any investment and any follow-on investment attributable to the Partnership from *inter alios* Artemis or any investment holding vehicle of Artemis. Such fees may include, *inter alia*, arrangement, transaction, closing or acquisition fees, directors' fees, and/or monitoring fees.

Distributions

Distributions of proceeds received by the Partnership which correspond to a limited partner's interest in the Partnership will, after payment of all fees, costs, expenses and liabilities of the Partnership, be made as soon as reasonably practicable following receipt of the relevant amount in the following order of priority:

a) first, to the General Partner in respect of an annual priority profit share of £1,000; and
b) second, to the limited partners, pro rata to their respective Commitments.

Transfers and withdrawal

Transfers of limited partners' interests in the Partnership will require the prior written consent of the General Partner, provided that the General Partner shall not unreasonably withhold its consent in respect of a transfer by a limited partner to its affiliates. Investors will not generally be entitled to withdraw from the Partnership prior to its dissolution, but may be required to withdraw under very limited circumstances.

Exit

The Partnership shall divest investments in parallel with, in the same proportion as, and on substantively the same terms (including the same economic terms) as the Epiris Fund, subject to variations necessary or appropriate to comply with legal, tax, regulatory or other requirements or to mitigate legal, tax or regulatory restrictions or impositions. Notwithstanding the foregoing, the preceding sentence shall exclude divestment related to syndication to further co-investors. For the avoidance of doubt but without prejudice to the first sentence of this paragraph, the General Partner not any limited partner in the Partnership shall determine whether and when the Partnership shall participate in any sale or other realisation, and no limited partner in the Partnership shall have any discretion or consent rights with respect to such event.

Without prejudice to the preceding paragraph, in the event that the Epiris Fund transfers all or a portion of its investments in Artemis to a continuation fund or other fund managed by the General Partner or an affiliate (a "**Continuation or Affiliated Vehicle**"), the General Partner shall procure (i) that the Continuation or Affiliated Vehicle offers to acquire the Partnership's interests in Artemis on substantively the same terms (including the same economic terms) as and in the same proportion as offered to the Epiris Fund; and (ii) each limited partner in the Partnership is offered the option regarding whether to take up such offer in respect of its indirect interest in Artemis held through the Partnership (to "sell"), or whether to continue to hold its indirect interest in Artemis (whether through the Partnership, the Continuation or Affiliated Vehicle or through another vehicle investing alongside the Continuation or Affiliated Vehicle) on the same terms as the limited partner's interest in the Partnership (to "roll"). In the event a limited partner elects to sell, the General Partner shall procure the opportunity for funds or accounts which are also managed or advised by the same investment manager or adviser (or affiliates thereof) of such limited partner to participate in or in a vehicle alongside the Continuation or Affiliated Vehicle in an amount up to its pro rata proportion (based on such limited partner's interest in Artemis held through the Partnership as of immediately prior to its decision to sell as though such limited partner directly held its interest in Artemis) and on the same terms as the limited partner's interest in the Partnership.

Governing law Jersey law and the jurisdiction of the Jersey courts.

SCHEDULE 2

INVESTOR LP INDIVIDUAL COMMITMENT AMOUNTS

(1) Co-Investor	**(2) Individual LP Commitment Amount (£)**
HarbourVest Co-Investment VII Buyout Aggregator L.P.	194,289,388.68
HarbourVest 2025 Global Investment L.P.	17,347,266.60
HIPEP X Fund L.P.	4,163,344.72
Aggregate LP Commitment	**215,800,000.00**

SCHEDULE 3

JOINT ADVISERS

Financial advisers:	Goldman Sachs
Legal advisers:	Latham & Watkins
Tax structuring and financial and tax due diligence advisors:	PricewaterhouseCoopers
TMT due diligence advisors	Altman Solon
Commercial due diligence advisors:	Cavell
Technical due diligence advisors:	Crosslake

This Letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

HARBOURVEST CO-INVESTMENT VII BUYOUT AGGREGATOR L.P.

By: HarbourVest Co-Investment VII Associates L.P.
Its General Partner

By: HarbourVest GP LLC
Its General Partner

By: HarbourVest Partners, LLC
Its Managing Member

By: ____REDACTED ______
Name: Brendan Butler
Title: Principal

HARBOURVEST 2025 GLOBAL INVESTMENT L.P.

By: HarbourVest 2025 Global Associates L.P.
Its General Partner

By: HarbourVest GP LLC
Its General Partner

By: HarbourVest Partners, LLC
Its Managing Member

By: _______ REDACTED __________
Name: Brendan Butler
Title Principal

HIPEP X FUND L.P.

By: HIPEP X Associates L.P.
Its General Partner

By: HarbourVest GP LLC
Its General Partner

By: HarbourVest Partners, LLC
Its Managing Member

By: _____ REDACTED _________
Name: Brendan Butler
Title: Principal

This Letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE AGGREGATOR

EXECUTED and **delivered** as a **DEED** by **EPIRIS FUND III CO-INVESTMENT (B) L.P.**

By: Epiris Co-Invest GP III Limited, its general partner

REDACTED

By: _________

Name: Paul Woodland

Title: Director