UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No.)*

Skillsoft Corp.

(Name of Issuer)

Class A common stock, par value $0.0001 per share
(Title of Class of Securities)

17143G106
(CUSIP Number)

MIH Learning B.V.
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with a copy to:

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(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

June 14, 2021
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS **MIH Learning B.V.**	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☐ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) **AF**	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Netherlands**	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**
	8	SHARED VOTING POWER **66,666,667** Class A common stock*
	9	SOLE DISPOSITIVE POWER **0***
	10	SHARED DISPOSITIVE POWER **66,666,667** Class A common stock*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **66,666,667** Class A common stock*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **44.5%****	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) **CO**	

* See Items 3, 5 and 6 of this Statement on Schedule 13D. The Reporting Person beneficially owns 66,666,667shares of Class A common stock, par value $0.0001 per share, of the Issuer (the "Shares"). The number of shares of Class A common stock beneficially owned by the Reporting Person includes the number of shares of Class A common stock underlying the warrants (the "Warrants") issued to MIH Learning B.V. ("MIH Learning") in connection with the PIPE Investment (as defined below). The Warrants will become exercisable 30 days after completion of the Skillsoft Merger (as defined below), provided that there is an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the issuance of the shares of Class A common stock issuable upon exercise of the Warrants and a current prospectus relating to such shares. The Warrants shall be exercisable for 16,666,667 shares of Class A common stock.

** The percentage ownership is based on an aggregate of 133,059,021 shares of Class A common stock of the Issuer outstanding as of June 11, 2021, upon consummation of the PIPE Investment, the Skillsoft Merger, the Global Knowledge Merger and the related transactions (each as defined herein).

1	NAMES OF REPORTING PERSONS **Prosus N.V.**	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☐ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) **WC**	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Netherlands**	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**
	8	SHARED VOTING POWER **66,666,667** Class A common stock*
	9	SOLE DISPOSITIVE POWER **0**
	10	SHARED DISPOSITIVE POWER **66,666,667** Class A common stock*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **66,666,667** Class A common stock*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **44.5%****	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) **CO**	

* See Items 3, 5 and 6 of this Statement on Schedule 13D. The Reporting Person beneficially owns 66,666,667shares of Class A common stock, par value $0.0001 per share, of the Issuer. The number of shares of Class A common stock beneficially owned by the Reporting Person includes the number of shares of Class A common stock issuable upon the exercise of the Warrants. The Warrants will become exercisable 30 days after completion of the Skillsoft Merger, provided that there is an effective registration statement under the Securities Act covering the issuance of the shares of Class A common stock issuable upon exercise of the Warrants and a current prospectus relating to such shares. The Warrants shall be exercisable for 16,666,667 shares of Class A common stock.

** The percentage ownership is based on an aggregate of 133,059,021 shares of Class A common stock of the Issuer outstanding as of June 11, 2021, upon consummation of the PIPE Investment, the Skillsoft Merger, the Global Knowledge Merger and the related transactions.

1	NAMES OF REPORTING PERSONS **Naspers Limited***	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☐ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) **AF**	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Republic of South Africa**	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0****
	8	SHARED VOTING POWER **66,666,667** Class A common stock**
	9	SOLE DISPOSITIVE POWER **0** Class A common stock**
	10	SHARED DISPOSITIVE POWER **66,666,667** Class A common stock**

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **66,666,667** Class A common stock**	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **44.5%*****	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) **CO**	

* Two South African entities, Naspers Beleggings (RF) Beperk ("Nasbel") and Keeromstraat 30 Beleggings (RF) Beperk ("Keerom"), the sole remit of which is to protect the continued independence of Naspers, hold ordinary shares of Naspers that respectively represent approximately 33.92% and 21.20% of the voting rights in respect of all Naspers shares. Each of Nasbel and Keerom disclaims beneficial ownership of all shares of Class A common stock owned by the Reporting Persons. See Item 2 of this Statement on Schedule 13D.

** See Items 3, 5 and 6 of this Statement on Schedule 13D. The Reporting Person beneficially owns 66,666,667 shares of Class A common stock, par value $0.0001 per share, of the Issuer. The number of shares of Class A common stock beneficially owned by the Reporting Person includes the number of shares of Class A common stock issuable upon the exercise of the Warrants. The Warrants will become exercisable 30 days after completion of the Skillsoft Merger, provided that there is an effective registration statement under the Securities Act covering the issuance of the shares of Class A common stock issuable upon exercise of the Warrants and a current prospectus relating to such shares. The Warrants shall be exercisable for 16,666,667 shares of Class A common stock.

*** The percentage ownership is based on an aggregate of 133,059,021 shares of Class A common stock of the Issuer outstanding as of June 11, 2021, upon consummation of the PIPE Investment, the Skillsoft Merger, the Global Knowledge Merger and the related transactions.

ITEM 1. SECURITY AND ISSUER

The class of equity securities to which this Statement on Schedule 13D relates is the Class A common stock, par value $0.0001 per share (the "Class A common stock"), of Skillsoft Corp., a Delaware corporation (the "Issuer"). The principal executive office of the Issuer is located at 300 Innovative Way, Suite 201, Nashua, New Hampshire, 03062.

ITEM 2. IDENTITY AND BACKGROUND

(a) - (c) This statement is being filed jointly by MIH Learning B.V., a limited liability company organized under the laws of the Netherlands ("MIH Learning"), Prosus N.V., a limited liability company incorporated under the laws of the Netherlands ("Prosus"), and Naspers Limited, a limited liability company organized under the laws of the Republic of South Africa ("Naspers" and, together with MIH Learning and Prosus, the "Reporting Persons").

MIH Learning is a wholly-owned subsidiary of NNV Holdings B.V., a private limited liability company organized under the laws of the Netherlands ("NNV Holdings"). NNV Holdings is a wholly-owned subsidiary of MIH e-commerce Holdings B.V., a private limited liability company organized under the laws of the Netherlands, which is a wholly owned subsidiary of MIH Internet Holdings B.V., a private limited liability company organized under the laws of the Netherlands, which is a wholly owned subsidiary of Prosus. Prosus is listed on the Euronext Amsterdam. Naspers owns 73.2% of the voting rights in Prosus. Naspers is listed on the Johannesburg Stock Exchange. Naspers, Prosus, the aforementioned wholly-owned subsidiaries of Prosus and MIH Learning are collectively referred to herein as the "Naspers Entities".

Naspers has a differentiated voting structure involving two South African entities, Naspers Beleggings (RF) Beperk ("Nasbel") and Keeromstraat 30 Beleggings (RF) Beperk ("Keerom"), the sole remit of which is to protect the continued independence of Naspers. Nasbel, 49% of the shares of which are indirectly held by Naspers via Heemstede Beleggings Proprietary Limited, and Keerom hold ordinary shares of Naspers that respectively represent approximately 33.92% and 21.20% of the voting rights in respect of all Naspers shares.

Nasbel and Keerom exercise their voting rights in consultation with one another in terms of a voting pool agreement. If they vote together, then they can vote the majority of the voting rights in Naspers, including in respect of any takeover offer. Under the voting pool agreement, if Nasbel and Keerom cannot agree on how to vote, then they can vote as they wish, but they are required to vote: (i) against resolutions that are material to the Naspers group and its businesses, including resolutions that would materially change the control, directorate or senior management of Naspers or the nature, scope or size of Naspers's businesses; and (ii) in favour of all resolutions proposed at general meetings of Naspers, which are proposed by the Naspers board and are required to be passed by the Naspers shareholders and affect the conduct of the Naspers group's business, including special resolutions not covered by (i) and resolutions that affect Naspers's share capital and are required to be passed pursuant to the South African Companies Act, the JSE Listings Requirements and/or the rules of the South African Takeover Regulation Panel. The Reporting Persons may be deemed to beneficially own all of the shares of Class A common stock held by the Reporting Persons. Each of Nasbel and Keerom disclaim beneficial ownership of all shares of Class A common stock owned by the Reporting Persons.

The name, state or other place of organization and address of the principal office of each of the Reporting Persons and the other Naspers Entities are set forth on Schedule A attached hereto and are incorporated herein by reference. The Reporting Persons are a global consumer internet group operating across a variety of platforms and geographies, and are also one of the largest technology investors in the world.

The name, citizenship, residence or business address, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such present principal occupation or employment is conducted, of each director and executive officer of the Naspers Entities (collectively referred to herein as the "Directors and Officers") are set forth on Schedule B attached hereto and incorporated herein by reference.

(d) During the last five years, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the Directors and Officers, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the Directors and Officers, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Schedule B hereto for the citizenship of the Directors and Officers.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

As a result of (i) the closing (the "Closing") of the PIPE Investment (as defined below) by MIH Learning on June 11, 2021, pursuant to the Subscription Agreement (the "Subscription Agreement"), dated October 12, 2020, by and among the Issuer, Churchill Sponsor II LLC (the "Sponsor") and MIH Edtech Investments B.V. (formerly known as MIH Ventures B.V.) ("MIH Edtech Investments") and (ii) the assignment of its rights and obligations under the Subscription Agreement by MIH Edtech Investments to MIH Learning on February 16, 2021, the Reporting Persons became the beneficial owners of, in aggregate, 66,666,667 shares of Class A common stock of the Issuer (the "Shares"), including 16,666,667 shares underlying the Warrants. The consideration for the Shares consisted of $10.00 per share of Class A common stock (excluding the Warrants), for an aggregate purchase price of $500,000,000. The source of the consideration paid by the Reporting Persons for the Shares was cash on hand.

ITEM 4. PURPOSE OF TRANSACTION

On October 12, 2020, the Issuer entered into an Agreement and Plan of Merger (as it may be amended and/or restated from time to time, the "Skillsoft Merger Agreement") with Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg ("Skillsoft"), pursuant to which, Skillsoft merged with and into the Issuer, Skillsoft ceased to exist and Skillsoft's subsidiaries became subsidiaries of Issuer (the "Skillsoft Merger"). Concurrently with its entry into the Skillsoft Merger Agreement, the Issuer also entered into an Agreement and Plan of Merger with Magnet Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Issuer, and Albert DE Holdings Inc., a Delaware corporation (the "Global Knowledge Merger Agreement") for the acquisition of Albert DE Holdings Inc. ("Global Knowledge") (the "Global Knowledge Merger"), which acquisition was conditioned upon, among other things, the consummation of the Skillsoft Merger. The transactions contemplated by the Skillsoft Merger Agreement and the Global Knowledge Merger Agreement were consummated on June 11, 2021.

In connection with the execution of the Skillsoft Merger Agreement and the Global Knowledge Merger Agreement, MIH Edtech Investments entered into the Subscription Agreement with the Issuer. The investments in Skillsoft by the Naspers Entities was made for the purposes of furthering Skillsoft's organic and strategic initiatives.

Subject to and in compliance with the agreements described in Item 6 of this Schedule 13D, the Reporting Persons will routinely monitor and review a wide variety of considerations with respect to the Issuer, including, without limitation, the Issuer's operations, assets, prospects and business development, its management and board of directors, its capital structure, its competitive position and strategic matters and general economic, financial market and industry conditions, and will also routinely monitor and review potential responses on the part of the Issuer to such considerations, including, without limitation, potential investment opportunities and strategies and potential strategic transactions. The Reporting Persons have discussed, and expect to continue to discuss, any or all of these matters with representatives of the Issuer's management or the Issuer's Board, with other shareholders of the Issuer and with other interested third parties. The Reporting Persons may, as a result of this monitoring, review and discussions, acquire additional securities of the Issuer, sell securities of the Issuer or make proposals to the Issuer or other shareholders of the Issuer concerning the composition of the Issuer's Board, potential strategic transactions involving the Issuer or purchases or sales of securities of the Issuer. In addition, the Reporting Persons may respond to proposals from other shareholders of the Issuer or third parties concerning potential strategic transactions involving the Issuer. As discussed further in Item 6, the Reporting Persons also have certain board nomination and governance rights with respect to the Issuer.

The responses set forth in Items 3 and 6 of this Statement on Schedule 13D are incorporated by reference in their entirety into this Item 4.

Except as described in this Schedule 13D, none of the Reporting Persons nor, to the best of the Reporting Persons' knowledge, the persons listed in Schedule A or B, have any present plans or proposals which relate to or would result in any of the matters referred to in Items 4(a) through 4(j) of Schedule 13D promulgated under the Securities Exchange Act of 1934 (as amended, the "Act"). However, the Reporting Persons reserve the right to change their plans at any time, as they deem appropriate, in light of the foregoing considerations, discussions and other factors.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) See Items 7 through 13 on the cover pages to this Statement on Schedule 13D, which are incorporated by reference in their entirety into this Item 5(a). MIH Learning is the holder of record of the Class A common stock. Each of the Naspers Entities may be considered to beneficially own in aggregate 66,666,667 Class A common stock, representing 44.5% of the Issuer's Class A common stock, in each case including the 16,666,667 Class A common stock issuable upon exercise of the Warrants, by virtue of their direct and indirect ownership of all (except for Naspers), of the equity and voting power in MIH Learning, and in the case of Naspers, by its direct ownership of approximately 73.2% of the equity and voting power in Prosus. The Class A common stock beneficially owned by the Reporting Persons comprise approximately 44.5% of the Class A common stock of the Issuer, which is comprised solely of Class A common stock. The percentage of Class A common stock beneficially owned is based upon 133,059,021 Class A common stock of the Issuer outstanding as of June 11, 2021, upon consummation of the PIPE Investment, the Skillsoft Merger, the Global Knowledge Merger and the related transactions and includes the 16,666,667 Class A common stock issuable upon exercise of the Warrants, and excludes all shares issuable upon the exercise of (i) the public warrants, (ii) the private placement warrants and (iii) the Global Knowledge Warrants.

(b) As of the date hereof, and as a result of the Reporting Persons' beneficial ownership, in aggregate, of 66,666,667 Class A common stock, the Reporting Persons are deemed to beneficially own, in aggregate, by reason of the provisions of Rule 13d-3 under the Act, 66,666,667 Class A common stock. The number of Class A common stock as to which there is sole power to vote or direct the vote, shared power to vote or direct the vote, sole power to dispose or direct the disposition, or shared power to dispose or direct the disposition for the Reporting Persons is set forth in Items 7 through 13 on the cover pages to this Statement on Schedule 13D, which are incorporated by reference in their entirety into this Item 5(b). See Item 2 of this Statement on Schedule 13D for information on the Naspers Entities.

(c) The response set forth in Items 3 and 6 of this Statement on Schedule 13D are incorporated by reference in their entirety into this Item 5(c). Other than as described in Items 3 and 6 of this Schedule 13D, none of the Reporting Persons has effected any transaction in shares of Class A common stock during the past 60 days.

(d) MIH Learning is currently the only person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A common stock.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The Issuer, MIH Learning and, solely with respect to Section 12 and Section 19 thereof, the Sponsor are parties to the Subscription Agreement. A copy of the Subscription Agreement is attached to this Statement on Schedule 13D as Exhibit 99.1 hereto and the Subscription Agreement is incorporated in its entirety into this Item 6. In connection with the Subscription Agreement, MIH Edtech Investments and the Issuer entered into a Strategic Support Agreement, dated as of October 12, 2020 (the "Strategic Support Agreement"), a copy of which is attached to this Statement on Schedule 13D as Exhibit 99.2 hereto and is incorporated in its entirety into this Item 6. In connection with the Subscription Agreement, the Issuer and MIH Learning entered into a joinder, dated June 11, 2021 (the "Registration Rights Agreement Joinder") to the Amended and Restated Registration Rights Agreement, dated October 12, 2020, by and among the Issuer, Skillsoft, the Sponsor and certain stockholders of the Issuer (as amended, the "Registration Rights Agreement", and, together with the Subscription Agreement, the Strategic Support Agreement and the Registration Rights Agreement Joinder, the "Agreements"), pursuant to which Skillsoft and such stockholders have certain rights and obligations. The Registration Rights Agreement Joinder and the Registration Rights Agreement are attached to this Statement on Schedule 13D as Exhibit 99.3 and Exhibit 99.4, respectively, hereto and are incorporated in their entirety into this Item 6.

The Agreements have been included to provide investors with information regarding their terms. It is not intended to provide any other factual information about the Reporting Persons, the Issuer or their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Agreements were made only for purposes thereof and as of specific dates, were solely for the benefit of the parties thereto, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Agreements and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Agreements, which subsequent information may or may not be fully reflected in the Issuer's public disclosures.

Subscription Agreement

MIH Edtech Investments entered into the Subscription Agreement with the Issuer and the Sponsor, and MIH Edtech Investments subsequently assigned all of the rights, title and interest in and to, and obligations under, the Subscription Agreement to MIH Learning and MIH Learning accepted such assignment and assumed from MIH Edtech Investments all of MIH Edtech Investments' duties, liabilities and obligations under the Subscription Agreement pursuant to an Assignment and Assumption Agreement, dated February 16, 2021, by and between MIH Edtech Investments and MIH Learning (the "Assignment and Assumption Agreement"). Pursuant to the Subscription Agreement, MIH Edtech Investments agreed to subscribe for 10,000,000 newly-issued shares of Class A common stock, at a purchase price of $10.00 per share (the "First Step Investment"), and the Issuer granted MIH Edtech Investments a 30-day option (the "Option") to subscribe for up to the lesser of (i) an additional 40,000,000 newly-issued shares of Class A common stock, at a purchase price of $10.00 per share or (ii) such additional number of shares that would result in MIH Edtech Investments beneficially owning shares of Class A common stock representing 35% of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis (excluding any Warrants owned by MIH Edtech Investments) immediately following the consummation of the Skillsoft Merger (the "Maximum Ownership Amount") (the "Second Step Investment", and together with the First Step Investment, the "PIPE Investment"). In addition, the Issuer and MIH Edtech Investments also agreed that following the consummation of the Skillsoft Merger, to the extent that following the Second Step Investment MIH Edtech Investments beneficially owned less than the Maximum Ownership Amount, MIH Edtech Investments would have the concurrent right (the "Top-Up Right") to purchase a number of additional shares of Class A common stock, at $10.00 per share, that would result in MIH Edtech Investments maintaining beneficial ownership of at least, but no more than, the Maximum Ownership Amount.

Terms used under the heading "Subscription Agreement" but not defined shall have the meaning ascribed to such terms in the Subscription Agreement attached to this Statement on Schedule 13D as Exhibit 99.1 hereto .

On November 10, 2020, MIH Edtech Investments exercised the Option to subscribe for an additional 40,000,000 shares of Class A common stock in the Second Step Investment (or such number of shares as may be reduced pursuant to the Subscription Agreement). The PIPE Investment was consummated on June 11, 2021, and MIH Learning subscribed for and purchased an aggregate of 50,000,000 shares of Class A common stock.

Lock-Up

The Subscription Agreement provides that, subject to certain exceptions described therein, MIH Learning will not sell, offer or contract to sell, pledge, lend or otherwise transfer or dispose of, directly or indirectly, any Class A common stock subscribed for and purchased in the PIPE Investment during the period commencing on the date of the First Step Investment Closing Date, which occurred concurrently with the closing of the Second Step Investment on June 11, 2021, and continuing until the earlier of (i) one year after the completion of the Skillsoft Merger, and (ii) (a) the date on which the Issuer consummates a liquidation, merger, stock exchange, reorganization or other similar transaction after the Skillsoft Merger that results in all of the Issuer's public stockholders having the right to exchange their shares of Issuer common stock for cash, securities or other property or (b) the date on which the closing price of the Class A common stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the First Step Investment Closing Date .

Anti-Dilution Right

Following the Closing and subject to certain conditions described in the Subscription Agreement, if the Issuer intends to issue any new equity securities or securities convertible or exchangeable for Class A common stock (collectively, "New Securities") to any person, then at least 15 business days prior to the issuance of such New Securities, the Issuer must deliver to MIH Learning an offer (the "Offer") to issue New Securities to MIH Learning for cash in an aggregate amount, on a pro forma basis after giving effect to the issuance of the New Securities, that would result in MIH Learning maintaining beneficial ownership of at least the percentage of the issued and outstanding Class A common stock that it beneficially owns immediately prior to the issuance of such New Securities on a fully-diluted and as-converted basis, but, solely during the Standstill Period (as defined below), not to the extent such issuance would result in MIH Learning having beneficial ownership of more than 35% of the issued and outstanding Class A common stock on a fully-diluted and as-converted basis. The Issuer is only obligated to make the Offer if, immediately prior to the issuance of such New Securities, MIH Learning owns 15% or more of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis. However, following the Closing, if the Issuer intends to issue new equity securities which would result in MIH Learning having beneficial ownership of less than 10% of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis, the Issuer shall deliver to MIH Learning an offer to issue such issuance of new equity securities to MIH Learning in an aggregate amount, on a pro forma basis giving effect to such equity securities, that would result in MIH Learning maintaining beneficial ownership of at least 10% of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis.

MIH Learning will have 15 business days from the date of its delivery to accept the Offer. If MIH Learning elects not to purchase New Securities pursuant to the terms of the Offer, the Issuer may sell the New Securities on terms and conditions that are no more favorable in the aggregate to the applicable purchaser than those set forth in the Offer.

Further, the Issuer has agreed to not adopt any stockholder rights agreement, "poison pill" or similar anti-takeover agreement or plan unless MIH Learning is grandfathered into such agreement.

Standstill

MIH Learning has agreed that during the Standstill Period, without the prior written consent of the Issuer, MIH Learning will not, nor will it cause or permit any of its affiliates to, among other things, acquire ownership or beneficial ownership of any securities or right to acquire securities of the Issuer that would result in MIH Learning beneficially owning more than 35% of the issued and outstanding Class A common stock on a fully-diluted and as-converted basis, solicit proxies or publicly seek or encourage any offer or proposal for a merger or similar transaction involving the Issuer. The "Standstill Period" will last until the earlier of (i) the third anniversary of the First Step Investment Closing Date and (ii) the occurrence of, among other things, (a) an acquisition by any person or group, other than by MIH Learning, of securities representing 50% or more of the then outstanding voting securities of the Issuer or any of its subsidiaries, (b) any merger or similar transaction involving the Issuer or any of its subsidiaries, (c) a sale, transfer, disposition or similar transaction of all or a majority of the consolidated assets of the Issuer and its subsidiaries, or (d) the closing price of the Class A common stock falling below $5.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 day trading days within any 30-trading day period.

The Issuer has agreed that, if the exercise of Warrants, if any, would result in MIH Learning beneficially owning more than 35% of the issued and outstanding Class A common stock on a fully-diluted and as-converted basis, at MIH Learning's request, the Issuer will use reasonable best efforts to facilitate MIH Learning's prompt sale, transfer or disposal of such number of Warrants (if exercised) or such number of Warrant Shares (following exercise) that would result in MIH Learning exceeding such threshold.

Board Nomination Rights

Pursuant to the Subscription Agreement, in connection with MIH Edtech Investments' exercise of the Option and concurrently with the Second Step Investment Closing, MIH Learning has the right to designate or nominate a number of directors (the "MIH Learning Designees") to the Issuer's board of directors (the "Issuer's Board") in proportion to its beneficial ownership of the Class A common stock; provided that, if (i) MIH Learning's ownership percentage of the aggregate outstanding shares of Class A common stock is at least 20%, MIH Learning will have the right to designate or nominate no less than two designees to the Issuer's Board; (ii) MIH Learning's ownership percentage of the aggregate outstanding shares of Class A common stock is at least 10%, MIH Learning will have the right to designate or nominate no less than one designee to the Issuer's Board; and (iii) MIH Learning's ownership percentage of the aggregate outstanding shares of Class A common stock is less than 5%, MIH Learning will not have any director nomination right. In the event of the death, disability, resignation or removal of a MIH Learning Designee, MIH Learning would be entitled to cause the Issuer to designate a new MIH Learning Designee and, subject to applicable law and the terms of the Subscription Agreement, the Issuer must take all necessary action to cause the Issuer's Board to fill such vacancy with the new MIH Learning Designee. Further, the Issuer has agreed not to decrease the size of the Issuer's Board without the consent of MIH Learning if such decrease would require the resignation of a MIH Learning Designee.

Warrants

Pursuant to the Subscription Agreement, the Issuer issued to MIH Learning warrants to purchase a number of shares of Class A common stock equal to one-third of the number of shares of Class A common stock purchased by MIH Learning in the PIPE Investment (the "Warrants"), for an aggregate of 16,666,667 shares. The Warrants will become exercisable 30 days after completion of the Skillsoft Merger, provided that there is an effective registration statement under the Securities Act covering the issuance of the shares of Class A common stock issuable upon exercise of the Warrants and a current prospectus relating to such shares. The Warrants have terms substantively identical to those included in the units offered in the Issuer's IPO.

Strategic Support Agreement

In connection with the execution of the Subscription Agreement, MIH Edtech Investments entered into the Strategic Support Agreement with the Issuer, and MIH Edtech Investments subsequently assigned all of the rights, title and interest in and to, and obligations under, the Strategic Support Agreement to MIH Learning and MIH Learning accepted such assignment and assumed from MIH Edtech Investments all of MIH Edtech Investments' duties, liabilities and obligations under the Strategic Support Agreement pursuant to the Assignment and Assumption Agreement. Pursuant to the Strategic Support Agreement, MIH Edtech Investments agreed to provide certain business development and investor relations support services (the "Services") in the event it exercises the Option and beneficially owns at least 20% of the outstanding Class A common stock following Closing on a fully-diluted and as-converted basis. In addition, upon the consummation of the Second Step Investment Closing, MIH Learning will nominate an individual to serve as the chairman of the Issuer's Board, subject to customary approval by the Issuer's nominating and corporate governance committee. The Services shall be provided as consideration for the Warrants issued to MIH Learning pursuant to the Subscription Agreement. MIH Learning has agreed to provide the Services for one year following the Closing, unless earlier terminated by the Issuer upon at least thirty days' prior written notice of such termination.

MIH Edtech Investments exercised the Option on November 10, 2020 and MIH Learning owns at least 20% of the outstanding Class A common stock following the Closing on a fully-diluted and as-converted basis, making the Strategic Support Agreement effective upon the Closing.

Registration Rights Agreement Joinder

Pursuant to and in connection with the Subscription Agreement, on June 11, 2021, MIH Learning entered into a joinder to the Registration Rights Agreement to become a party to such agreement. As a result of entering into the Registration Rights Agreement Joinder, MIH Learning is subject to the same rights and obligations as set forth in the Registration Rights Agreement, which became effective upon the consummation of the Skillsoft Merger. Pursuant to the Registration Rights Agreement, the Issuer has agreed to provide to stockholders holding at least 5% of the registrable securities then outstanding up to four "demand" long-form registrations, an unlimited number of short-form registrations and customary underwritten offering and "piggyback" registration rights with respect to Class A common stock and warrants to purchase shares of Class A common stock, subject to certain conditions. The Registration Rights Agreement also provides that the Issuer will pay certain expenses relating to such registrations and indemnify the stockholders against certain liabilities.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 99.1	Subscription Agreement
Exhibit 99.2	Strategic Support Agreement
Exhibit 99.3	Registration Rights Agreement Joinder
Exhibit 99.4	Registration Rights Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 14, 2021

MIH Learning B.V.

By: /s/ Serge de Reus
Name: Serge de Reus
Title: Director

Prosus N.V.

By: /s/ Patrick Kolek
Name: Patrick Kolek
Title: Group Chief Operating Officer

Naspers Limited

By: /s/ Patrick Kolek
Name: Patrick Kolek
Title: Group Chief Operating Officer

SCHEDULE A

ENTITIES

Entity	Name, state or other place of organization	Address of the principal business and principal office
MIH Learning B.V.	The Netherlands	Symphony Offices, Gustav Mahlerplein 5 1082MS Amsterdam The Netherlands
NNV Holdings B.V.	The Netherlands	Taurusavenue 105 2132LS Hoofddorp The Netherlands
MIH ecommerce Holdings B.V.	The Netherlands	Symphony Offices Gustav Mahlerplein 5 1082 MS Amsterdam The Netherlands
MIH Internet Holdings B.V.	The Netherlands	Symphony Offices, Gustav Mahlerplein 5 1082 MS Amsterdam The Netherlands
Prosus N.V.	The Netherlands	Symphony Offices, Gustav Mahlerplein 5 1082 MS Amsterdam The Netherlands
Naspers Limited	South Africa	Nasionale Pers Sentrum 40 Heerengracht Cape Town South Africa 8001

SCHEDULE B

DIRECTORS AND OFFICERS

The name, country of citizenship and current principal occupation or employment of each of the Directors and Officers are set forth below.

MIH Learning B.V.

Name	**Country of Citizenship**	**Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)**
Serge de Reus	The Netherlands	Group Head of Tax, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Michal Koniec	Poland	CFO Operations, Grupa OLX Sp. z o.o., 43 Królowej Jadwigi, Poznan, Poland
Kristel Everdien Tijsterman	The Netherlands	Group Tax Director, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands

NNV Holdings B.V.

Name	**Country of Citizenship**	**Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)**
Serge de Reus	The Netherlands	Group Head of Tax, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Jemma Johns	United Kingdom	Vice President People Operations, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Leroux Neethling	Singapore	Ventures CFO, MIH Ming He Holdings, Room 2908 29/F, Three Pacific Place, 1 Queen's Road East, Hong Kong
Martin Tschopp	Dual: Switzerland/United States	Ventures CEO, NNV New Ventures Inc, 201 Spear Street, Suite 1650, San Francisco, CA 94105, United States of America

MIH e-commerce Holdings B.V.

Name	**Country of Citizenship**	**Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)**
Serge de Reus	The Netherlands	Group Head of Tax, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Jan Adriaan Emanuel Freeke	The Netherlands	Tax Director, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Petrus Jacobus Pretorius Olivier	South Africa	Corporate CFO, MIH e-commerce Holdings (Pty) Ltd, WeWork the Link, 173 Oxford Road, 2196 Rosebank, Johannesburg, South Africa

MIH Internet Holdings B.V.

Name	Country of Citizenship	Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)
Serge de Reus	The Netherlands	Group Head of Tax, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Emily Frances Barker	The Netherlands and Australia	Head of Legal – Corporate, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Nicolaas Jacobus Marais	South Africa	General Manager Finance, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands
Jaco van der Merwe	The Netherlands	Head of Treasury, Prosus N.V., Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands

Prosus N.V.

Name	Country of Citizenship	Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)
Bob van Dijk	The Netherlands	Executive director and chief executive: Prosus N.V. and Naspers Limited Taurusavenue 105 2132LS Hoofddorp The Netherlands
Vasileios Sgourdos	Dual: South Africa/Greece	Financial Director and executive director: Prosus N.V. and Naspers Limited 3505-6, 35th Floor Tower 2, Lippo Centre 89 Queensway, Admiralty Hong Kong
Jacobus Petrus Bekker	Dual: South Africa/The Netherlands	Non-executive chair: Prosus N.V. and Naspers Limited 40 Heerengracht Cape Town 8001
Hendrik Jacobus du Toit	Dual: South Africa/United Kingdom	Chief executive: Investec Asset Management and Non-executive director: Prosus N.V. and Naspers Limited 55 Gresham Street London EC2V 7EL United Kingdom
Emilie Choi	United States	Non-executive director, Prosus N.V., 100 Pine St., #1250, San Francisco, CA 94111

Craig Lawrence Enenstein	United States	Chief executive officer: Corridor Capital and Non-executive director: Prosus N.V. and Naspers Limited 12400 Wilshire Boulevard Suite 645 Los Angeles CA 90025
Manisha Girotra	India	Chief Executive Officer of Moelis India Non-executive director: Prosus N.V. and Naspers Limited Moelis & Company, 1501, Tower 1, One Indiabulls Centre, Elphinstone Road West, Mumbai, 400013, India
Rachel Catharina Cornelia Jafta	South Africa	Professor: Stellenbosch University and Non-executive director: Prosus N.V. and Naspers Limited Dept. Economics Room 516, Schumann Building Bosman Street Stellenbosch 7600
Francis Lehlohonolo Napo Letele	South Africa	Chair: MultiChoice and Non-executive director: Prosus N.V. and Naspers Limited MultiChoice City 144 Bram Fischer Dr Randburg 2194
Debra Meyer	South Africa	Professor: University of Johannesburg (UJ) and Non-executive director: Prosus N.V. and Naspers Limited Faculty of Science C Ring 212 Kingsway Campus Aucklandpark 2006
Roberto Oliveira de Lima	Brazil	Non-executive director: Prosus N.V. and Naspers Limited Taurusavenue 105 2132LS Hoofddorp The Netherlands
Stephan Joseph Zbigniew Pacak	Dual: South Africa/United Kingdom	Non-executive director: Prosus N.V. and Naspers Limited 40 Heerengracht Cape Town 8001
Mark Remon Sorour	South Africa	Executive director and chief investment officer: Prosus N.V. and Naspers Limited 40 Heerengracht Cape Town 8001
Jacobus du Toit Stofberg	Dual: South Africa/United Kingdom	Non-executive director: Prosus N.V. and Naspers Limited Taurusavenue 105 2132LS Hoofddorp The Netherlands
Benedict James van Der Ross	South Africa	Non-executive director: Prosus N.V. and Naspers Limited Taurusavenue 105 2132LS Hoofddorp The Netherlands
Ying Xu	China	President of Wumei Technology Group Non-executive director: Prosus N.V. and Naspers Limited, 158-1 4th West Ring Road, Beijing, China 100142

Naspers Limited

Name	Country of Citizenship	Current Principal Occupation or Employment (and business address and principal business of any corporation or other organization other than a Company)
Jacobus Petrus Bekker	Dual: South Africa/The Netherlands	Non-executive chair: Naspers Limited and Prosus N.V. 40 Heerengracht Cape Town 8001
Bob van Dijk	The Netherlands	Executive director and chief executive: Naspers Limited and Prosus N.V. Taurusavenue 105 2132LS Hoofddorp The Netherlands
Vasileios Sgourdos	Dual: South Africa/Greece	Financial Director: Naspers Limited and Prosus N.V. 3505-6, 35th Floor Tower 2, Lippo Centre 89 Queensway, Admiralty Hong Kong
Mark Remon Sorour	South Africa	Executive director and chief investment officer: Naspers Limited and Prosus N.V. 40 Heerengracht Cape Town 8001
Hendrik Jacobus du Toit	Dual: South Africa/United Kingdom	Chief executive: Investec Asset Management and Non-executive director: Naspers Limited and Prosus N.V. 55 Gresham Street London EC2V 7EL United Kingdom
Craig Lawrence Enenstein	United States	Chief executive officer: Corridor Capital and Non-executive director: Naspers Limited and Prosus N.V. 12400 Wilshire Boulevard Suite 645 Los Angeles CA 90025
Manisha Girotra	India	Chief Executive Officer of Moelis India Non-executive director: Prosus N.V. and Naspers Limited Moelis & Company, 1501, Tower 1, One Indiabulls Centre, Elphinstone Road West, Mumbai, 400013, India
Rachel Catharina Cornelia Jafta	South Africa	Professor: Stellenbosch University and Non-executive director: Naspers Limited and Prosus N.V. Dept. Economics Room 516, Schumann Building Bosman Street Stellenbosch 7600
Francis Lehlohonolo Napo Letele	South Africa	Chair: MultiChoice and Non-executive director: Naspers Limited and Prosus N.V. MultiChoice City 144 Bram Fischer Dr Randburg 2194

Debra Meyer	South Africa	Professor: University of Johannesburg (UJ) and Non-executive director: Naspers Limited and Prosus N.V. Faculty of Science C Ring 212 Kingsway Campus Aucklandpark 2006
Roberto Oliveira de Lima	Brazil	Non-executive director: Naspers Limited and Prosus N.V. 40 Heerengracht Cape Town 8001
Stephan Joseph Zbigniew Pacak	Dual: South Africa/United Kingdom	Non-executive director: Naspers Limited and Prosus N.V. 40 Heerengracht Cape Town 8001
Jacobus du Toit Stofberg	Dual: South Africa/United Kingdom	Non-executive director: Naspers Limited and Prosus N.V. 40 Heerengracht Cape Town 8001
Benedict James van Der Ross	South Africa	Non-executive director: Naspers Limited and Prosus N.V. Taurusavenue 105 2132LS Hoofddorp The Netherlands
Emilie Choi	United States	President/COO, Coinbase Global Inc Non-executive director: Naspers Limited and Prosus N.V. 100 Pine St., #1250, San Francisco, CA 94111
Ying Xu	China	President of Wumei Technology Group Non-executive director: Prosus N.V. and Naspers Limited 158-1 4th West Ring Road, Beijing, China 100142
Angelien Gertruda Zinnia Kemna	The Netherlands	Non-executive director: Naspers Limited 40 Heerengracht Cape Town 8001

Exhibit 99.1

EXECUTION VERSION
CONFIDENTIAL

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 12th day of October, 2020, by and among Churchill Capital Corp II, a Delaware corporation (the "**Issuer**"), the undersigned ("**Subscriber**" or "**you**") and, solely with respect to Section 12 and Section 19, Churchill Sponsor II, LLC ("**Sponsor**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Study Merger Agreement (as defined below).

WHEREAS, Software Luxembourg Holding S.A., a public limited liability company (société anonyme), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés, Luxembourg) under number B246188 ("**Study**"), and the Issuer intend to effect a cross-border merger of Study with and into the Issuer in accordance with the Agreement and Plan of Merger (the "**Study Merger Agreement**"), dated as of the date hereof, by and among the Issuer and Study, the General Corporation Law of the State of Delaware, the provisions of Directive 2017/1132 regarding certain aspects of company law issued by the European Parliament and Council on 14 June 2017, which was transposed into Luxembourg law via Articles 1020-1 et seq. of the law of 10 August 1915 regarding commercial companies, as amended, and a joint merger proposal, pursuant to which, among other things, Study will cease to exist and Study's subsidiaries shall become subsidiaries of the Issuer, which shall survive as the surviving corporation (the "**Study Merger**" and, together with the other transactions contemplated by the Study Merger Agreement, the "**Study Transactions**");

WHEREAS, following the closing of the Study Transactions, the Issuer intends to effect a merger (the "**Magnet Merger**" and, together with the other transactions contemplated by the Magnet Merger Agreement (as defined below), the "**Magnet Transactions**" and, together with the Study Transactions, the "**Transactions**") of Magnet Merger Sub, Inc., a Delaware corporation, with and into Albert DE Holdings Inc., a Delaware corporation ("**Magnet**"), in accordance with the Agreement and Plan of Merger (the "**Magnet Merger Agreement**"), dated as of the date hereof, by and among the Issuer, Merger Sub and Magnet;

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from the Issuer the lesser of (i) 10,000,000 shares of the Issuer's Class A common stock, par value $0.0001 per share ("**Class A common stock**"), and (ii) such number of shares of Class A common stock that would result in Subscriber beneficially owning (within the meaning of Rule 13d-3 under the Exchange Act (as defined below)) as of immediately following the closing of the Study Transactions, a number of shares of Class A common stock representing 9.9% of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis (such number of Shares subscribed for and purchased by Subscriber in the First Step Investment (as defined below), the "**First Step Investment Shares**"), for a purchase price of $10.00 per share (the "**Per Share Price**"), for an aggregate purchase price of up to $100,000,000 (the "**First Step Investment Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the First Step Investment Shares in consideration of the payment of the First Step Investment Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein (the "**First Step Investment**"); and

WHEREAS, in addition to the First Step Investment, Subscriber shall have the option, but not the obligation, to subscribe for and purchase from the Issuer up to the lesser of (i) 40,000,000 additional shares of Class A common stock and (ii) such number of additional shares of Class A common stock that would result in Subscriber beneficially owning (within the meaning of Rule 13d-3 under the Exchange Act (as defined below)) as of immediately following the closing of the Study Transactions, a number of shares of Class A common stock representing 35% of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis (such ownership percentage, the "**Maximum Target Ownership**") (such number of shares subscribed for and purchased by Subscriber in the Second Step Investment (as defined below), the "**Second Step Investment Shares**" and, together with the First Step Investment Shares, the "**Shares**") at the Per Share Price, for an aggregate purchase price of up to $400,000,000 (such aggregate purchase price for the Second Step Investment Shares, the "**Second Step Investment Purchase Price**" and, together with the First Step Investment Purchase Price, the "**Purchase Price**"), and upon Subscriber's election to subscribe for and purchase the Second Step Investment Shares, the Issuer shall issue and sell to Subscriber the Second Step Investment Shares in consideration of the payment of the Second Step Investment Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein (the "**Second Step Investment**" and, together with the First Step Investment, the "**Investment**").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription.

1.1 First Step Investment. Subject to the terms and conditions hereof, at the First Step Investment Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Issuer hereby agrees to issue and sell to Subscriber, upon the payment of the First Step Investment Purchase Price, the First Step Investment Shares (such subscription and issuance, the "**First Step Investment Subscription**").

1.2 Second Step Investment.

1.2.1 Subject to the terms and conditions hereof, the Issuer hereby irrevocably grants to Subscriber an option (the "**Second Step Option**") that may be exercised at any time following the date hereof and prior to the thirtieth (30th) calendar day following the date hereof (the "**Option Period**") to subscribe for and purchase the Second Step Investment Shares.

1.2.2 Subscriber may, at its sole discretion, exercise the Second Step Option at any time during the Option Period by delivering a written notice to the Issuer of its intent to make the Second Step Investment (the "**Second Step Investment Notice**"), which Second Step Investment Notice shall specify the number of Second Step Investment Shares to be subscribed for and purchased by Subscriber in the Second Step Investment, up to a maximum of the lesser of (i) 40,000,000 shares of Class A common stock and (ii) such number of shares of Class A common stock that would result in Subscriber beneficially owning as of immediately following the closing of the Study Transactions a number of shares of Class A common stock representing no more than the Maximum Target Ownership on a fully-diluted and as-converted basis. If Subscriber does not deliver the Second Step Investment Notice during the Option Period, the Second Step Option shall expire.

1.2.3 Upon delivery of the Second Step Investment Notice, subject to the terms and conditions hereof, at the Second Step Investment Closing (as defined below), in addition to the First Step Investment Subscription, Subscriber shall be obligated to subscribe for and purchase, and the Issuer shall be obligated to issue and sell to Subscriber, upon the payment of the Second Step Investment Purchase Price, the Second Step Investment Shares (such subscription and issuance, the "**Second Step Investment Subscription**" and, together with the First Step Investment Subscription and the other transactions contemplated by this Subscription Agreement, the "**Subscription**").

1.3 Merger Consideration and Concurrent Equity Investment Adjustment. Without duplication of the preemptive rights in Section 6 and notwithstanding anything to the contrary in this Subscription Agreement, in the event that Subscriber has made the Second Step Investment Subscription for the maximum number of Shares pursuant to Section 1.2 and after giving effect to the Study Transactions and the issuance of the Shares, Subscriber would beneficially own (within the meaning of Rule 13d-3 under the Exchange Act), a number of shares of Class A common stock representing less than the Maximum Target Ownership on a fully-diluted and as-converted basis, Subscriber shall have the right to purchase, at the Per Share Price and in addition to the Shares, a number of shares of Class A common stock that would result in Subscriber maintaining, on a pro forma basis after giving effect to the issuance of such shares of Class A common stock to Subscriber, beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of at least, but no more than, the Maximum Target Ownership on a fully-diluted and as-converted basis. For purposes of calculating "beneficial ownership" or phrases of similar import under this Subscription Agreement, any Warrants (as defined below) owned by Subscriber shall not be included in such calculation unless such Warrants have been exercised and shares of Class A common stock have been issued in connection therewith.

2. Representations, Warranties and Agreements.

2.1 Subscriber's Representations, Warranties and Agreements. To induce the Issuer to issue the Shares and the Warrants, if applicable, to Subscriber, Subscriber hereby represents and warrants to the Issuer and acknowledges and agrees with the Issuer as follows:

2.1.1 Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

2.1.2 This Subscription Agreement has been duly authorized, validly executed and delivered by Subscriber. Assuming that this Subscription Agreement constitutes the valid and binding agreement of the Issuer, this Subscription Agreement is the valid and binding obligation of Subscriber, is enforceable against Subscriber in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.1.3 The execution, delivery and performance by Subscriber of this Subscription Agreement and the consummation of the transactions contemplated herein do not and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber or any of its subsidiaries is a party or by which Subscriber or any of its subsidiaries is bound or to which any of the property or assets of Subscriber or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the ability of Subscriber to enter into, perform its obligations under or consummate the transactions contemplated by this Subscription Agreement (a "**Subscriber Material Adverse Effect**"), (ii) result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries or (iii) assuming each of the consents, authorizations and approvals referred to in Section 2.1.4 are obtained and each of the filings referred to in Section 2.1.4 are made and any applicable waiting periods referred to therein have expired, result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its subsidiaries or any of their respective properties that would reasonably be expected to have a Subscriber Material Adverse Effect.

2.1.4 Except for (i) applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws (as defined below) (including the HSR Act (as defined below)), and (ii) solely to the extent Subscriber has elected to deliver the Second Step Investment Notice, the submission of a voluntary notice to CFIUS (as defined below) and receipt of CFIUS Approval (as defined below), no consents or approvals of, or notices to or filings, declarations or registrations with, any governmental authority of competent jurisdiction are necessary for the execution and delivery of this Subscription Agreement by Subscriber and the consummation by Subscriber of the Subscription, other than as would not reasonably be expected to have a Subscriber Material Adverse Effect.

2.1.5 Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule I, (ii) is acquiring the Shares and the Warrants, if applicable, only for its own account and not for the account of others, or if Subscriber is subscribing for the Shares and the Warrants, as applicable, as a fiduciary or agent for one or more investor accounts, each owner of such account is a qualified institutional buyer, and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations, warranties and agreements herein on behalf of each owner of each such account and (iii) is not acquiring the Shares and the Warrants, if applicable, with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule I following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Shares or the Warrants.

2.1.6 Subscriber understands that the Shares and the Warrants are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares and the Warrants have not been registered under the Securities Act. Subscriber understands that the Shares and the Warrants may not be resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Issuer or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur solely outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates representing the Shares or the Warrants shall contain a legend to such effect. Subscriber acknowledges that the Shares or the Warrants will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Shares or the Warrants will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Shares or the Warrants and may be required to bear the financial risk of an investment in the Shares or the Warrants for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares or the Warrants.

2.1.7 Subscriber understands and agrees that Subscriber is purchasing the Shares and the Warrants, if applicable, directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants or agreements made to Subscriber by the Issuer or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Subscription Agreement.

2.1.8 Subscriber represents and warrants that its acquisition and holding of the Shares and the Warrants will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable similar law.

2.1.9 In making its decision to purchase the Shares and the Warrants, Subscriber represents that it has reliedsolely upon independent investigation made by Subscriber. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by anyone other than the Issuer and its representatives concerning the Issuer or the Shares and the Warrants or the offer and sale of the Shares and the Warrants. Subscriber acknowledges and agrees that Subscriber has received, has had an adequate opportunity to review and has reviewed such financial and other information as Subscriber deems necessary in order to make an investment decision with respect to the Shares and the Warrants, including with respect to the Issuer, Study, Magnet and the Transactions, and has made its own assessment and is satisfied concerning the relevant tax and other economic considerations relevant to Subscriber's investment in the Shares and the Warrants. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares and the Warrants.

2.1.10 Subscriber became aware of this offering of the Shares and the Warrants solely by means of direct contact between Subscriber and the Issuer or its representative. Subscriber has a pre-existing substantive relationship (as interpreted in guidance from the Commission under the Securities Act) with the Issuer or its representative, and the Shares and the Warrants were offered to Subscriber solely by direct contact between Subscriber and the Issuer or its representative. Subscriber did not become aware of this offering of the Shares and the Warrants, nor were the Shares or the Warrants offered to Subscriber, by any other means.

2.1.11 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares and the Warrants. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and the Warrants, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

2.1.12 Alone, or together with any professional advisor(s), Subscriber represents and acknowledges that Subscriber has adequately analyzed and fully considered the risks of an investment in the Shares and the Warrants and determined that the Shares and the Warrants are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

2.1.13 Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or the Warrants or made any findings or determination as to the fairness of an investment in the Shares or the Warrants.

2.1.14 Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC ("**OFAC List**"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "**BSA**"), as amended by the USA PATRIOT Act of 2001 (the " **PATRIOT Act**"), and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Shares were legally derived.

2.1.15 Subscriber is not an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code, or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code.

2.1.16 Except as expressly disclosed in a Schedule 13D or Schedule 13G (or amendments thereto) filed by such Subscriber with the Commission with respect to the beneficial ownership of the Issuer's common stock, Subscriber is not currently (and at all times through the First Step Investment Closing, if Subscriber has not made the Second Step Investment, and through the Second Step Investment Closing, if Subscriber has made the Second Step Investment, will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

2.1.17 Subscriber has, and on each date the Purchase Price would be required to be funded to the Issuer pursuant to Section 3.1 will have, or will have access to, sufficient immediately available funds to pay the Purchase Price pursuant to Section 3.1. Subscriber is an entity having total liquid assets and net assets in excess of the Purchase Price as of the date hereof and as of each date the Purchase Price would be required to be funded to the Issuer pursuant to Section 3.1 and was not formed for the purpose of acquiring the Shares and the Warrants.

2.1.18 None of the information provided or to be provided in writing by or on behalf of Subscriber for inclusion in the Joint Proxy Statement or Joint Proxy Statement/Prospectus (each, as defined in the Study Merger Agreement) will contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2.1.19 No broker, finder or other financial consultant has acted on behalf of Subscriber in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on the Issuer.

2.2 Issuer's Representations, Warranties and Agreements. To induce Subscriber to purchase the Shares and the Warrants, the Issuer hereby represents and warrants to Subscriber and agrees with Subscriber as follows:

2.2.1 The Issuer has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Delaware General Corporation Law ("**DGCL**"), with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

2.2.2 When issued and delivered to Subscriber against full payment for the Shares and the Warrants in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Shares and the Warrants will be duly authorized, validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's amended and restated certificate of incorporation (the "**Charter**") or under the DGCL. The shares of Class A common stock issuable upon exercise of the Warrants (the "**Warrant Shares**"), when issued in accordance with the terms of the Warrants, will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's certificate of incorporation or under the DGCL.

2.2.3 This Subscription Agreement has been duly authorized, validly executed and delivered by the Issuer and, assuming that this Subscription Agreement constitutes the valid and binding obligation of Subscriber, is the valid and binding obligation of the Issuer, is enforceable against the Issuer in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

2.2.4 The Issuer is classified as a Subchapter C corporation for U.S. federal income tax purposes.

2.2.5 The execution, delivery and performance of this Subscription Agreement (including compliance by the Issuer with all of the provisions hereof), issuance and sale of the Shares and the Warrants and the consummation of the certain other transactions contemplated herein will not, subject to the receipt of the Buyer Stockholder Approval (as defined in the Study Merger Agreement) and the effectiveness of the Buyer A&R Charter Amendment (as defined in the Study Merger Agreement), (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the legal authority of the Issuer to enter into and timely perform its obligations under this Subscription Agreement (a "**Issuer Material Adverse Effect**"), (ii) result in any violation of the provisions of the organizational documents of the Issuer or any of its subsidiaries or (iii) assuming each of the consents, authorizations and approvals referred to in Section 2.2.6 are obtained and each of the filings referred to in Section 2.2.6 are made and any applicable waiting periods referred to therein have expired, result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its subsidiaries or any of their respective properties that would reasonably be expected to have an Issuer Material Adverse Effect.

2.2.6 Subject to the receipt of the Buyer Stockholder Approval and the effectiveness of the Buyer A&R Charter Amendment and except for (i) applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws (including the HSR Act), and (ii) solely to the extent Subscriber has elected to deliver the Second Step Investment Notice, the submission of a voluntary notice to CFIUS and receipt of CFIUS Approval, no consents or approvals of, or notices to or filings, declarations or registrations with, any governmental authority of competent jurisdiction are necessary for the execution and delivery of this Subscription Agreement by the Issuer and the consummation by the Issuer of the Subscription, other than as would not reasonably be expected to have an Issuer Material Adverse Effect.

2.2.7 Neither the Issuer, nor any person acting on its behalf has, directly or indirectly, made any offers or sales of any Issuer security or solicited any offers to buy any security under circumstances that would adversely affect reliance by the Issuer on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the issuance of the Shares or the Warrants under the Securities Act.

2.2.8 Neither the Issuer nor any person acting on its behalf has conducted any general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act, in connection with the offer or sale of any of the Shares or the Warrants and neither the Issuer nor any person acting on its behalf offered any of the Shares or the Warrants in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.9 The Issuer acknowledges that there have been no representations, warranties, covenants or agreements made to the Issuer by Subscriber or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Subscription Agreement.

2.2.10 As of the date of this Subscription Agreement, the authorized capital shares of the Issuer consists of (a) 200,000,000 shares of Class A common stock, (b) 20,000,000 shares of Class B common stock, par value $0.0001 per share ("**Class B common stock**"); and (c) 1,000,000 shares of preferred stock, par value $0.0001 per share ("**Preferred Shares**"). As of the date hereof: (i) no Preferred Shares are issued and outstanding; (ii) 69,000,000 shares of Class A common stock are issued and outstanding; (iii) 17,250,000 shares of Class B common stock are issued and outstanding; (iv) 15,800,000 warrants to purchase 15,800,000 shares of Class A common stock (the "**Private Placement Warrants**") are outstanding; and (v) 23,000,000 warrants to purchase 23,000,000 shares of Class A common stock (the "**Public Warrants**") are outstanding. Subject to the receipt of the Buyer Stockholder Approval and the effectiveness of the Buyer A&R Charter Amendment, all (i) issued and outstanding shares of Class A common stock and Class B common stock have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights and (ii) outstanding Private Placement Warrants and Public Warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive rights. Except as set forth above and as contemplated by the Study Merger Agreement or the Magnet Merger Agreement and except for any Class A common stock or any warrants exercisable for shares of Class A common stock committed to be issued or issued after the date hereof at a purchase price, or at an exercise price, as applicable, equal to or greater than ten dollars ($10.00) per share (before calculating any transaction expenses, original issuance discounts or other similar premiums, charges and expenses that are customary for issuances of equity or equity-linked securities in connection with a private investment in a public company) or any shares of Class A common stock issued in respect thereof or in respect of the equity interests set forth above, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any shares of Class A common stock or Class B common stock, or any other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Issuer has no subsidiaries and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no stockholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than (A) as set forth in the SEC Documents and (B) as contemplated by the Study Merger Agreement.

2.2.11 Assuming the accuracy of Subscriber's representations and warranties set forth in Section 2.1 of this Subscription Agreement, (x) no registration under the Securities Act is required for the offer and sale of the Shares by the Issuer to Subscriber and (y) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Issuer in connection with the consummation of the transactions contemplated by this Subscription Agreement, except for filings pursuant to Regulation D of the Securities Act and applicable state securities laws.

2.2.12 The Issuer has made available to Subscriber (including via the Securities and Exchange Commission's (the "**Commission**") EDGAR system) a true, correct and complete copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other documents filed by the Issuer with the Commission prior to the date of this Subscription Agreement (the "**SEC Documents**"). None of the SEC Documents filed under the Exchange Act, contained, when filed or, if amended prior to the date of this Subscription Agreement, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer has timely filed each report, statement, schedule, prospectus, and registration statement that the Issuer was required to file with the Commission since its inception and through the date hereof. As of the date hereof, there are no material outstanding or unresolved comments in comment letters from the Commission staff with respect to any of the SEC Documents.

2.2.13 The Joint Proxy Statement and Joint Proxy Statement/Prospectus, when filed with the Commission, at the time of any amendment or supplement thereto, at the time of any publication, distribution or dissemination thereof, will comply as to form in all material respects with the applicable requirements of the Exchange Act and all other applicable laws and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation or warranty is made by the Issuer with respect to information supplied by or on behalf of Subscriber, Study or Magnet, in each case, specifically for inclusion in the Joint Proxy Statement or Joint Proxy Statement/Prospectus.

2.2.14 As of the date hereof, there are no pending or, to the knowledge of the Issuer, threatened, claims, actions, suits, arbitrations, litigation or proceedings ("**Actions**"), which, if determined adversely, would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Issuer to enter into and perform its obligations under this Subscription Agreement. As of the date hereof, there is no unsatisfied judgment or any open injunction binding upon the Issuer which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Issuer to enter into and perform its obligations under this Subscription Agreement.

2.2.15 No broker, finder or other financial consultant has acted on behalf of Issuer in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on Subscriber. The Issuer agrees to indemnify and hold harmless Subscriber from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of Issuer and to bear the cost of legal expenses incurred by Subscriber in defending against any such claim.

2.2.16 The Class A common stock of the Issuer is registered pursuant to Section 12(b) of the Exchange Act, and listed for trading on the NYSE. There is no suit, action, proceeding or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by the NYSE or the Commission with respect to any intention by such entity to deregister the Class A common stock or prohibit or terminate the listing of the Class A common stock on the NYSE. The Issuer has taken no action that is designed to terminate the registration of the Class A common stock under the Exchange Act.

2.2.17 Except for employment-related contracts and benefit plans or as otherwise set forth in the SEC Documents and except for Related Party Arrangements (as defined below) disclosed to Subscriber pursuant to this Section 2.2.17, neither the Issuer nor any of its subsidiaries is a party or is otherwise bound by a contract, arrangement or other transaction with any Issuer Related Party ("**Related Party Arrangements**"), including any such contract, arrangement or other transaction with the Sponsor. "**Issuer Related Party**" means, collectively, Sponsor, its affiliates, any affiliate of the Issuer and any of their respective current, former and future directors, officers, general or limited partners, shareholders, members, managers, controlling persons, employees, advisers, agents, attorneys or other representatives and the respective successors and assigns of any of the foregoing persons. The Issuer has made available to Subscriber a true, correct and complete copy of (i) each agreement providing for a Related Party Arrangement and (ii) each agreement between the Issuer or any of its subsidiaries and Study or any of its directors, officers and employees.

2.2.18 The board of directors of the Issuer (the "**Board**") has taken all necessary action to ensure that no restrictions included in any "control share acquisition," "fair price," "moratorium," "business combination" or other state anti-takeover law (including Section 203 of the DGCL), or in Section 10.2 of the Charter or Article X.B of the Buyer Second A&R Charter (as defined in the Merger Agreement), is, or as of the First Step Investment Closing and the Second Step Investment Closing, if applicable, will be, applicable to the Subscription.

3. Settlement Date and Delivery.

3.1 Closing.

3.1.1 The closing of the First Step Investment Subscription contemplated hereby (the "**First Step Investment Closing**") shall occur on the date of, and immediately prior to, the consummation of the Study Transactions (such date, the "**First Step Investment Closing Date**"). At least five (5) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Study Transactions to be satisfied (the "**First Step Investment Expected Closing Date**"), the Issuer shall deliver written notice to Subscriber (the "**First Step Investment Closing Notice**") specifying the (i) First Step Investment Expected Closing Date and (ii) the wire instructions for delivery of the First Step Investment Purchase Price to the Issuer. Subscriber shall deliver to the Issuer, on or prior to 9:00 a.m. (Eastern Time) on the First Step Investment Closing Date the First Step Investment Purchase Price, by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the First Step Investment Closing Notice against (and concurrently with) delivery by the Issuer to Subscriber of (a) the First Step Investment Shares in book-entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or state or federal securities), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, and (b) written notice from the Issuer or its transfer agent evidencing the issuance to Subscriber of the First Step Investment Shares, on and as of the First Step Investment Closing Date. If the Study Transactions are not consummated within one (1) Business Day after Subscriber has delivered the First Step Investment Purchase Price to the Issuer, the Issuer shall promptly (but in no event later than one (1) Business Day thereafter) return the First Step Investment Purchase Price to Subscriber by wire transfer of United States dollars in immediately available funds to an account specified by Subscriber in writing. For purposes of this Subscription Agreement, "**Business Day**" means any day that, in New York, New York, is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close.

3.1.2 The closing of the Second Step Investment Subscription contemplated hereby (the "**Second Step Investment Closing**") shall occur on the later of (i) the First Step Investment Closing Date and (ii) the second (2nd) Business Day following the date on which CFIUS Approval and any required consents, authorizations and approvals required to be obtained under any Antitrust Laws, (including the HSR Act) have been obtained (the "**Second Step Investment Closing Date**"). At least five (5) Business Days prior to the date that the Issuer reasonably expects the Second Step Investment Closing Date to occur (the "**Second Step Investment Expected Closing Date**"), the Issuer shall deliver written notice to Subscriber (the "**Second Step Investment Closing Notice**") specifying the (i) Second Step Investment Expected Closing Date and (ii) the wire instructions for delivery of the Second Step Investment Purchase Price to the Issuer. Subscriber shall deliver to the Issuer, on or prior to 9:00 a.m. (Eastern Time) on the Second Step Investment Closing Date the Second Step Investment Purchase Price, by wire transfer of United States dollars in immediately available funds to the account specified by the Issuer in the Second Step Investment Closing Notice against (and concurrently with) delivery by the Issuer to Subscriber of (a) the Second Step Investment Shares and the Warrants, if applicable, in book-entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or state or federal securities), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, and (b) written notice from the Issuer or its transfer agent evidencing the issuance to Subscriber of the Second Step Investment Shares and the Warrants, if applicable, on and as of the Second Step Investment Closing Date.

3.2 Conditions to Closing of the Issuer.

The Issuer's obligations to sell and issue the Shares and the Warrants, if applicable, at each of the First Step Investment Closing and the Second Step Investment Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by the Issuer, on or prior to the First Step Investment Closing Date or the Second Step Investment Closing Date, as applicable, of each of the following conditions:

3.2.1 Representations and Warranties Correct. The representations and warranties made by Subscriber in Section 2.1 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the First Step Investment Closing Date and the Second Step Investment Closing Date, as applicable (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Study Transactions.

3.2.2 Compliance with Covenants. Subscriber shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by Subscriber at or prior to the First Step Investment Closing Date and the Second Step Investment Closing Date, as applicable.

3.2.3 Closing of the Study Transactions. All conditions precedent to the Issuer's obligations to consummate, or cause to be consummated, the Study Transactions set forth in the Study Merger Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Study Merger Agreement (other than those conditions that may only be satisfied at the consummation of the Study Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Study Transactions), and the Study Transactions will be consummated immediately following the First Step Investment Closing.

3.2.4 Legality. (i) There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the transactions contemplated by this Subscription Agreement and (ii) there shall not have been commenced by any governmental authority and still be pending any Action that seeks to enjoin or prohibit the transactions contemplated by this Subscription Agreement.

3.2.5 Governmental Approvals. Any required consents, authorizations and approvals required to be obtained under any Antitrust Laws, including the HSR Act, prior to the consummation of the First Step Investment or the Second Step Investment, as applicable, shall have been obtained (or any applicable waiting period thereunder shall have been expired or been terminated).

3.3 Conditions to Closing of Subscriber. Subscriber's obligation to purchase the Shares and the Warrants, if applicable, at each of the First Step Investment and the Second Step Investment Closing, are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the First Step Investment Closing Date or the Second Step Investment Closing Date, as applicable, of each of the following conditions:

3.3.1 Representations and Warranties Correct. The representations and warranties made by the Issuer in Section 2.2 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the First Step Investment Closing Date and the Second Step Closing Date, as applicable (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Study Transactions.

3.3.2 Compliance with Covenants. The Issuer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Issuer at or prior to the First Step Investment Closing Date and the Second Step Closing Date, as applicable.

3.3.3 Closing of the Study Transactions. (i) All conditions precedent to the consummation of the Study Transactions set forth in the Study Merger Agreement shall have been satisfied (other than those conditions that may only be satisfied at the consummation of the Study Transactions, but subject to satisfaction of such conditions as of the consummation of the Study Transactions), (ii) no amendment, modification or waiver of the Study Merger Agreement (as the same exists on the date hereof as provided to Subscriber) shall have occurred that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber would reasonably expect to receive under this Subscription Agreement without having received Subscriber's prior written consent (it being understood that (a) any amendment or modification to the definition of "Material Adverse Effect" in the Study Merger Agreement (as the same exists on the date hereof as provided to Subscriber) or waiver of any representation, warranty or condition in respect thereof, (b) any amendment, modification or waiver that would affect the conditions precedent to the consummation of the Study Transactions set forth in the Study Merger Agreement (including any amendment or modification of definitions relevant thereto, including Available Closing Date Cash (as defined in the Study Merger Agreement)) or (c) any amendment or modification to the definitions of Class A First Lien Exchange Ratio, Class A Second Lien Exchange Ratio, Class C Exchange Ratio and Class C Redemption Amount (each, as defined in the Study Merger Agreement) shall be deemed to have such a material and adverse effect) and (iii) the Study Transactions will be or shall have been consummated immediately following the First Step Investment Closing.

3.3.4 Legality. (i) There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the transactions contemplated by this Subscription Agreement and (ii) there shall not have been commenced by any governmental authority and still be pending any claim, action, suit, arbitration, litigation or proceeding that seeks to enjoin or prohibit the transactions contemplated by this Subscription Agreement.

3.3.5 Issuer Stockholder Approval. To the extent required by the listing rules of the New York Stock Exchange (the "**NYSE**"), approval of the issuance of the Shares and, if applicable, the Warrants and the Warrant Shares, and the other transactions contemplated by this Subscription Agreement, by the Issuer's stockholders shall have been obtained.

3.3.6 Board of Directors. In the event of the Second Step Investment and the Subscriber Designees (as defined below) having been designated by Subscriber within thirty (30) days following the date hereof, the Board shall have taken all actions necessary and appropriate to cause to be elected or appointed to the Board the Subscriber Designees, effective immediately upon the Second Step Investment Closing.

3.3.7 Registration Rights Agreement. The parties shall have entered into a joinder, or otherwise become a party, to the Registration Rights Agreement (as defined in the Study Merger Agreement).

3.3.8 Strategic Support Agreement. The parties shall have entered into the Strategic Support Agreement (the "**Strategic Support Agreement**"), a form of which is attached hereto as Exhibit A.

3.3.9 Governmental Approvals. Any required consents, authorizations and approvals required to be obtained under any Antitrust Laws, including the HSR Act, prior to the consummation of the First Step Investment or the Second Step Investment, as applicable, shall have been obtained (or any applicable waiting period thereunder shall have been expired or been terminated).

3.4 Additional Conditions to the Second Step Investment of Subscriber. Notwithstanding the delivery of the Second Step Investment Notice, Subscriber's obligation to purchase the Second Step Investment Shares and the Warrants, if applicable, at the Second Step Investment Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Second Step Investment Closing Date, of the following condition:

3.4.1 CFIUS Approval. CFIUS Approval (as defined below) shall have been obtained. For purposes of this Subscription Agreement, "**CFIUS Approval**" shall mean (i) a written notification (including by email) issued by the Committee on Foreign Investment in the United States ("**CFIUS**") that it has determined that the Subscription is not a "covered transaction" and not subject to review by CFIUS under applicable law, (ii) a written notification (including by email) issued by CFIUS that it has concluded all action under Section 721 of the Defense Production Act of 1950 (codified at 50 U.S.C. § 4565) and all rules and regulations promulgated thereunder, including those codified at 31 C.F.R. Parts 800 and 801 (the "**DPA**") and determined that there are no unresolved national security concerns with respect to the Subscription or (iii) if CFIUS has sent a report to the President of the United States (the "**President**") requesting the President's decision and either (a) the President shall have notified the parties hereto of his determination not to use his powers pursuant to the DPA to suspend or prohibit the consummation of the Subscription or (B) the fifteen (15) days allotted for presidential action under the DPA shall have passed without any determination by the President.

4. Lock-Up.

4.1 During the period commencing on the First Step Investment Closing Date and continuing until the earlier of (i) the one (1) year anniversary of the First Step Investment Closing and (ii) (x) if the closing price of the Class A common stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period commencing at least one hundred and fifty (150) days after the First Step Investment Closing or (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of Class A common stock for cash, securities or other property, Subscriber agrees not to Transfer any Shares.

4.2 During the period commencing on the Second Step Investment Closing Date and continuing until thirty (30) days after the completion of the Study Transactions, Subscriber agrees not to Transfer any Warrants or Warrant Shares.

4.3 For purposes of this Section 4, "**Transfer**" shall mean the (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).

4.4 Notwithstanding the foregoing, Transfers of Shares shall be permitted to any affiliate of Subscriber provided that such affiliate enters into a written agreement agreeing to be bound by the provisions of this Section 4 ("**Permitted Transferee**").

4.5 Subscriber also agrees and consents to the entry of stop transfer instructions with the Issuer's transfer agent and registrar against the transfer of the covered shares except in compliance with the foregoing restrictions and to the addition of a legend to Subscriber's Shares describing the foregoing restrictions.

4.6 Notwithstanding the generality of the foregoing, until the two (2) year anniversary of the First Step Investment Closing Date, the Issuer shall not enter into, or modify any existing or future, agreements with existing or future investors in the Issuer, Study or any of its affiliates that will have, after taking into effect any such investment, beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of a number of shares of Equity Securities representing ten percent (10%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis, including the Sponsor, that have the effect of establishing rights or obligations that are more favorable in any material respect to such investor than the rights and obligations of Subscriber established in this Section 4, or waive any analogous rights and obligations binding any such existing or future investor, unless, in any such case, Subscriber has also been provided with such rights and obligations or the Issuer has waived Subscriber's rights and obligations established in this Section 4, as applicable.

5. Registration Rights. Prior to or concurrently with the First Step Investment Closing, the parties shall enter into a joinder, or otherwise become a party, to the Registration Rights Agreement. The Issuer shall not enter into, or modify any existing or future, agreements with existing or future investors in the Issuer, including the Sponsor, that have the effect of adversely affecting Subscriber's priority of participation in any underwritten offerings to which Subscriber would be eligible to participate under the terms of the Registration Rights Agreement, as joined by Subscriber.

6. Certain New Securities.

6.1 For purposes of this Section 6, the following terms shall have the following meanings:

6.1.1 "**Convertible Securities**" means any security convertible into or exchangeable for Class A common stock.

6.1.2 "**Equity Securities**" means (A) all shares of capital stock of the Issuer, (B) all securities convertible into or exchangeable for shares of capital stock of the Issuer and (C) all options, warrants or other rights to purchase or otherwise acquire from the Issuer shares of such capital stock, or securities convertible into or exchangeable for shares of such capital stock.

6.1.3 "**Excluded Securities**" means (A) any shares of capital stock or options to purchase shares of capital stock, or other equity-based awards (including restricted stock units), issued or granted to employees (or prospective employees who have accepted an offer of employment), directors or consultants of the Issuer, pursuant to plans that have been approved by a majority of the independent members of the Board; (B) securities issued by the Issuer upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, shares of capital stock and are outstanding as of the date of this Subscription Agreement, provided that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the date of this Subscription Agreement; (C) securities issued by the Issuer pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested members of the Board; and (D) the Shares and the Warrants, if applicable. For purposes of this definition, "consultant" means a consultant that may participate in an "employee benefit plan" in accordance with the definition of such term in Rule 405 under the Securities Act.

6.1.4 "**New Securities**" means all Equity Securities other than: (A) Excluded Securities; (B) shares of any class of capital stock of the Issuer issued on a pro rata basis to all holders of such class as a stock dividend or upon any stock split or other subdivision of shares of capital stock; (C) shares of Class A common stock issued pursuant to a bona fide public offering, or Convertible Securities or shares of Class A common stock issuable upon exercise or conversion of Convertible Securities issued pursuant to a bona fide public offering, in each case with aggregate proceeds of at least $25,000,000 if Subscriber has been afforded the opportunity to participate in such public offering or in a substantially concurrent private offering on substantially identical terms, and (D) the issuance of warrants with indebtedness for purposes of yield enhancement.

6.1.5 "**Options**" means any options, warrants or other rights to subscribe for or to purchase, or any options for the purchase of, any Class A common stock or Convertible Securities.

6.2 Subject to any required approval of the stockholders of the Issuer pursuant to the applicable rules and listing standards of the NYSE (which the Issuer will use reasonable best efforts to obtain), if Subscriber has made the Second Step Investment Subscription, and after the Second Step Investment Closing Date and after giving effect to Section 1.3, the Issuer intends to issue New Securities to any person, then, at least fifteen (15) Business Days prior to the issuance of the New Securities, the Issuer shall deliver to Subscriber an offer (the "**Offer**") to issue New Securities to Subscriber for cash in an aggregate amount, on a pro forma basis after giving effect to the issuance of the New Securities, that would result in Subscriber maintaining beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of at least the percentage of the issued and outstanding shares of Class A common stock that it beneficially owns immediately prior to the issuance of such New Securities on a fully-diluted and as-converted basis but, solely prior to the expiration of the Standstill Period (as defined below), not to the extent such issuance would result in Subscriber having beneficial ownership of more than thirty-five percent (35%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis; provided, however, that the Issuer shall have no obligation to make an Offer if, immediately prior to the issuance of such New Securities, Subscriber has beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of less than fifteen percent (15%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis; provided, further, that to the extent that the Issuer enters into, or modifies any existing or future, agreements with any existing or future investors pursuant to which such investor shall have preemptive rights below such fifteen percent (15%) threshold on a fully-diluted and as-converted basis, such lower threshold shall also apply to Subscriber. Notwithstanding the foregoing, the Issuer in its discretion may voluntarily provide an Offer to Subscriber even if the foregoing conditions have not been satisfied. The Offer shall state that the Issuer proposes to issue the New Securities and shall specify their number and terms (including the cash purchase price or the fair market value of any non-cash consideration as reasonably determined by the Board). The Offer shall remain open and irrevocable for a period of 15 Business Days (the "**Offer Period**") from the date of its delivery.

6.3 If Subscriber has made the Second Step Investment Subscription, notwithstanding anything to the contrary herein (including, for the avoidance of doubt, the definitions of New Securities and Excluded Securities and the first proviso in the first sentence of Section 6.2), if the Issuer intends to issue Equity Securities which would result in Subscriber having beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of less than ten percent (10%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis, the Issuer shall deliver to Subscriber an offer, in compliance with the procedures set forth in Section 6.2, to issue such Equity Securities to Subscriber in an aggregate amount, on a pro forma basis after giving effect to such Equity Securities, that would result in Subscriber maintaining beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of at least ten percent (10%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis.

6.4 Subscriber shall have the right to purchase New Securities on the terms and conditions set forth in the Offer for cash (at the cash purchase price or the fair market value as set forth in the Offer) by delivering written notice of acceptance thereof to the Issuer during the Offer Period. The closing of the purchase of New Securities by Subscriber shall be held at the principal office of the Issuer at 9:00 a.m. local time on the closing date set forth in the Offer or at such other time and place as the parties to the transaction may agree. At such closing, the Issuer shall deliver the New Securities to Subscriber against payment of the purchase price therefor by Subscriber. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate to consummate such transactions.

6.5 If Subscriber does not elect to purchase New Securities pursuant to Section 6.4, the Issuer may sell the New Securities on terms and conditions that are no more favorable in the aggregate to the applicable purchaser than those set forth in the Offer. If such sale is not consummated within sixty (60) days of the date upon which the Offer is given, then no issuance of New Securities may be made thereafter by the Issuer without again offering the same to Subscriber in accordance with this Section 6.

6.6 The Issuer shall not adopt any stockholder rights agreement, “poison pill” or similar anti-takeover agreement or plan unless Subscriber is grandfathered into such agreement or plan; provided, that, for the avoidance of doubt, any further acquisition of Equity Securities by Subscriber would be subject to such agreement or plan; provided, further, that, subject to Section 7, to the extent that the Issuer enters into, or modifies any existing or future, stockholder rights agreement, “poison pill” or similar anti-takeover agreement or plan pursuant to which any existing or future investor shall be grandfathered into such agreement or plan or granted a waiver with respect to an ownership threshold that is higher than the threshold applicable to Subscriber pursuant to such agreement or plan, such higher threshold shall also apply to Subscriber.

6.7 The rights granted in this Section 6 are personal to Subscriber and do not constitute a right of holders of any securities of the Issuer, as such.

7. Standstill.

7.1 Subscriber agrees that until the earlier of (i) the third (3rd) anniversary of the First Step Investment Closing and (ii) the occurrence of a Significant Event (as defined below) (the "**Standstill Period**"), without the prior written consent of the Issuer, it will not at any time, nor will it cause or permit any of its affiliates to: (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or cause or participate in or in any way assist, knowingly facilitate or knowingly encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (x) any acquisition of any securities (or beneficial ownership thereof), or rights or options to acquire any securities (or beneficial ownership thereof) as a result of which Subscriber would beneficially own more than thirty-five percent (35%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis, (y) any tender or exchange offer, merger or other business combination involving the Issuer or assets of the Issuer constituting a significant portion of the consolidated assets of the Issuer, or (z) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Commission) or consents to vote any voting securities of the Issuer or any of its affiliates; (b) form, join or in any way participate in a "group" (as defined under the Exchange Act) with respect to the Issuer or otherwise act in concert with any person in respect of any such securities; (c) otherwise act, alone or in concert with others, to seek representation on or to control or influence the management, the Board or policies of the Issuer or to obtain representation on the Board; (d) take any action which would or would reasonably be expected to require the Issuer to make a public announcement regarding any of the types of matters set forth in clause (a) above; or (e) enter into any discussions or arrangements with any third party with respect to any of the foregoing; it being understood that nothing in this Section 7 shall (I) restrict or prohibit the any representative of Subscriber on the Board from taking any action, or refraining from taking any action in connection with his or her role as a member of the Board or (II) restrict Subscriber's acquisition of the Shares in accordance with the terms of this Subscription Agreement. Further, nothing in this Section 7 shall prohibit Subscriber from making any proposal or offer with respect to the foregoing directly to the Board on a confidential basis; provided that such proposal or offer would not reasonably be expected to require any public disclosure regarding such proposal or offer. For purposes of this Section 7, a "**Significant Event**" shall mean (A) the entry by the Issuer into a definitive agreement providing for, directly or indirectly, (x) any acquisition or purchase by any person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than by Subscriber or any of its affiliates, of securities representing or convertible into fifty percent (50%) or more of the then outstanding voting securities of the Issuer or any of its subsidiaries, (y) any merger, consolidation, business combination or similar transaction involving the Issuer or any of its subsidiaries pursuant to which the stockholders of the Issuer immediately preceding such transaction will hold less than fifty percent (50%) of the outstanding voting securities of the surviving or resulting entity of such transaction; or (z) any sale, lease, exchange, transfer, license or disposition of all or a majority of the consolidated assets of the Issuer and its subsidiaries (any of the transactions described in the foregoing clauses (x), (y) or (z), an "***Acquisition Transaction***"), (B) commencement or other public announcement by a person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than Subscriber or any of its affiliates, of a tender offer or exchange offer which, if consummated, would constitute an Acquisition Transaction and the Board either accepts or recommends such offer or fails to recommend within ten (10) Business Days from the date of commencement or other public announcement of such offer that its stockholders reject such offer and (C) the closing price of the Class A common stock falls below $5.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period.

7.2 Subject to Section 4, if the exercise of Warrants, if any, would result in Subscriber beneficially owning more than thirty-five percent (35%) of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis, at Subscriber's request, the Issuer shall use reasonable best efforts to facilitate Subscriber's prompt sale, transfer or disposal of such number of Warrants (if exercised) or such number of Warrant Shares (following exercise) that would result in Subscriber exceeding such threshold and nothing in this Subscription Agreement or otherwise shall prevent any such sale, transfer or disposal.

8. Information and Access.

8.1 Subject to Section 8.2, and for so long as Subscriber holds record and beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of more than five percent (5%) of the issued and outstanding shares of the Class A common stock on a fully-diluted and as-converted basis, the Issuer shall deliver to Subscriber:

8.1.1 within ninety (90) days after the end of each fiscal year of the Issuer, (A) an audited, consolidated balance sheet of the Issuer as of the end of such fiscal year, (B) an audited, consolidated income statement of the Issuer for such fiscal year and (C) an audited, consolidated statement of cash flows of the Issuer for such fiscal year;

8.1.2 within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Issuer, (A) an unaudited, consolidated balance sheet of the Issuer as of the end of such fiscal quarter, (B) an unaudited, consolidated income statement of the Issuer for such fiscal quarter and (C) an unaudited, consolidated statement of cash flows of the Issuer for such fiscal quarter;

8.1.3 such other information relating to the financial condition, business, tax or corporate affairs of the Issuer as Subscriber may reasonably request from time to time, including (i) information relating to accounting or securities law matters required by Subscriber or its affiliates in connection with its audit, (ii) information required by Subscriber or its affiliates to comply with any stock exchange requirements and (iii) information reasonably necessary for the preparation of financial statements and other bona fide accounting and/or reporting purposes, but not, for the avoidance of doubt, any information that constitutes material non-public technical information within the meaning of 31 C.F.R. 800.232.

8.2 Notwithstanding the foregoing, financial statements and other reports required to be delivered pursuant to this Section 8 filed by the Issuer with the Commission and available on EDGAR (or such other free, publicly-accessible internet database that may be established and maintained by the Commission as a substitute for or successor to EDGAR) shall be deemed to have been delivered to Subscriber on the date on which the Issuer posts such documents to EDGAR (or such other free, publicly-accessible internet database that may be established and maintained by the Commission as a substitute for or successor to EDGAR).

8.3 For so long as Subscriber holds record and beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of more than five percent (5%) of the issued and outstanding shares of the Class A common stock on a fully-diluted and as-converted basis, Subscriber or the employees of Subscriber shall have the reasonable right to consult from time to time with the officers of the Issuer at its principal place of business regarding operating and financial matters of the Issuer; provided that the exercise of such right does not materially interfere with the operations of the business of the Issuer.

8.4 Access.

8.4.1 For so long as Subscriber holds record and beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of more than five percent (5%) of the issued and outstanding shares of the Class A common stock on a fully-diluted and as-converted basis, the Issuer shall, and shall cause of each of its subsidiaries to, at the sole cost and expense of Subscriber, (i) afford Subscriber and its representatives reasonable access, during normal business hours, to the properties, books and records of the Issuer and its subsidiaries, (ii) furnish to Subscriber and its representatives such additional financial and operating data and other information regarding the Issuer and its subsidiaries as Subscriber or its representatives may reasonably request in connection with its ownership of the Shares and (iii) make available to Subscriber and its representatives, during normal business hours, those directors, officers, employees, internal auditors, accountants and other representatives of the Issuer and its subsidiaries, except, in the case of (i) and (ii), as set forth in Section 8.4.2.

8.4.2 Notwithstanding anything in Section 8.4.1 to the contrary, (i) in no event shall the Issuer or its subsidiaries be obligated to provide any (a) access or information in violation of any applicable law, (b) information the disclosure which, in the judgment of legal counsel, could reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to the Issuer or any of its subsidiaries relating to such information, (c) information the disclosure of which would cause the Issuer or any of its subsidiaries to breach a confidentiality obligation to which it is bound or (d) information that constitutes material non-public technical information within the meaning of 31 C.F.R. 800.232; provided, that the parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding clauses (a), (b) or (c) apply and (ii) any access or investigation contemplated by Section 8.4.1 shall not unreasonably interfere with any of the business, personnel or operations of the Issuer or any of its subsidiaries.

8.5 Diligence Cooperation. The Issuer shall use reasonable best efforts to provide to Subscriber all diligence information with respect to Study and Magnet reasonably requested by Subscriber, including any materials provided by Study or Magnet, as applicable, to the Issuer or any of its representatives or any materials prepared by or on behalf of the Issuer, in each case to the extent required to facilitate (i) Subscriber's consideration of the Second Step Investment, (ii) the preparation of any filings or submissions required in connection with obtaining CFIUS Approval or any required consents, authorizations and approvals required to be obtained under any Antitrust Laws (including the HSR Act) in connection with the Subscription and (iii) Subscriber's confirmation of the satisfaction of the closing conditions set forth in this Subscription Agreement, including by exercising any applicable rights of the Issuer under the Study Merger Agreement and the Magnet Merger Agreement, respectively, to facilitate the foregoing. To the extent that such diligence materials are not in the Issuer's possession, or cannot be provided to Subscriber because of a confidentiality obligation to which the Issuer is bound, the parties shall use reasonable best efforts to make alternative arrangements for the provision of such information.

9. Board Representation and Governance.

9.1 The Issuer agrees to take all necessary action to cause the Board to be comprised of at least seven (7) directors at and following the consummation of the Study Transactions. If Subscriber has elected to deliver the Second Step Investment Notice and both the First Step Investment Closing and the Second Step Investment Closing occur, effective as of the Second Step Investment Closing, the Issuer will take all necessary action (i) to cause the Board to (x) create a number of vacancies on the Board effective upon the Second Step Investment Closing (or as promptly thereafter as permitted under applicable laws and the organizational documents of the Issuer) equal to the Percentage Interest of Subscriber *multiplied* by nine (9) and rounded down to the nearest whole number and (y) fill such vacancies with individuals designated in writing by Subscriber and reasonably acceptable to the Issuer (it being understood that each of the individuals set forth on Exhibit B hereto will be deemed reasonably acceptable to the Issuer) (the "**Subscriber Designees**") and (ii) following thereafter, at each annual or special meeting at which the term of a Subscriber Designee shall expire, to cause the Board to nominate a number of Subscriber Designees equal to (x) the Percentage Interest of Subscriber *multiplied* by the total number of directorships comprising the Board at such time and rounded down to the nearest whole number, *minus* (y) the number of Subscriber Designees then serving on classes of the Board whose terms are not expiring at such annual or special meeting; provided, that in the event that the total number of directorships comprising the Board after the appointment or nomination, as applicable, of the Subscriber Designees is equal to or greater than ten (10), the Issuer shall cause the Board to take all commercially reasonable actions to reduce the total number of directorships comprising the Board to nine (9) and, in any event, cause the Board at the first annual meeting of the Issuer following the Second Step Investment Closing, to reduce the total number of directorships comprising the Board to nine (9). Notwithstanding the foregoing, the number of Subscriber Designees shall not equal or exceed a majority of the individuals designated or nominated to serve on the Board unless the Percentage Interest of Subscriber is greater than fifty percent (50%); provided, that if (A) Percentage Interest of Subscriber is at least ten percent (10%), Subscriber shall have the right to designate or nominate no less than one (1) Subscriber Designee, (B) Percentage Interest of Subscriber is at least twenty percent (20%), Subscriber shall have the right to designate or nominate no less than two (2) Subscriber Designees and (C) Percentage Interest of Subscriber is less than five percent (5%), Subscriber shall not have the right to designate or nominate any individual for appointment or election to the Board. The initial Subscriber Designees shall include (x) one person recommended by Subscriber and reasonably acceptable to the Issuer to serve as the chairman of the Board pursuant to the Strategic Support Agreement, if any (it being understood that each of the individuals set forth on Exhibit B hereto will be deemed reasonably acceptable to the Issuer), and (y) shall be divided equally among the classes of the Board; provided, that if Subscriber has the right to designate or nominate one (1) Subscriber Designee, such initial Subscriber Designee shall serve as a Class III director, and if Subscriber has the right to designate or nominate two (2) Subscriber Designees, one such initial Subscriber Designee shall serve as a Class III director and the other such initial Subscriber Designee shall serve as a Class II director. The Issuer shall recommend that the holders of Class A common stock vote in favor of the Subscriber Designees and shall support the Subscriber Designees in a manner no less rigorous and favorable than the manner in which the Issuer supports its other nominees in the aggregate. "**Percentage Interest**" means, with respect to any person and as of any time of determination, a fraction, expressed as a percentage, the numerator of which is the number of shares of Class A common stock held or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such person as of such date and the denominator of which is the aggregate number of shares of Class A common stock issued and outstanding as of such date.

9.2 In the event of the death, disability, resignation or removal of a Subscriber Designee as a member of the Board, Subscriber would be entitled to cause the Issuer to designate a Subscriber Designee in respect of such vacancy as of such time and, subject to Section **Error! Reference source not found.** and any applicable provisions of the DGCL, the Issuer shall take all necessary action to cause the Board to fill such vacancy with an individual designated by Subscriber. Any such designated replacement who becomes a member of the Board shall be deemed to be a Subscriber Designee for all purposes under this Subscription Agreement.

9.3 The Issuer's obligations to have any Subscriber Designee elected to the Board or nominate any Subscriber Designee for election as a director at any meeting of the Issuer's stockholders pursuant to this Section 9, as applicable, shall in each case be subject to (a) such Subscriber Designee's satisfaction of all requirements regarding service as a director of the Issuer under applicable law and stock exchange rules regarding service as a director of the Issuer and all other criteria and qualifications for service as a director applicable to all directors of the Issuer and (b) such Subscriber Designees meeting all independence requirements under the listing rules of the New York Stock Exchange; provided that in no event shall such Subscriber Designee's relationship with Subscriber or its affiliates (or any other actual or potential lack of independence resulting therefrom) nor the ownership by Subscriber of shares of Class A common stock, in and of itself, be considered to disqualify such Subscriber Designee from being a member of the Board pursuant to this Section 9.

9.4 The Issuer shall indemnify each member of the Board who was elected to the Board as a Subscriber Designee (the "**Subscriber Directors**") and provide the Subscriber Directors with director and officer insurance to the same extent as it indemnifies and provides such insurance to other members of the Board, pursuant to the organizational documents of the Issuer, the DGCL, by contract or otherwise. The Issuer acknowledges and agrees that it (i) is the indemnitor of first resort (*i.e.*, its obligations to the Subscriber Directors are primary and any obligation of Subscriber or their affiliates to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Subscriber Directors are secondary) and (ii) shall be required to advance the amount of expenses incurred by the Subscriber Directors and shall be liable for the amount of all expenses and liabilities incurred by the Subscriber Director(s), in each case to the same extent as it advances expenses to other members of the Board, pursuant to the organizational documents of the Issuer, the DGCL, by contract or otherwise, without regard to any rights the Subscriber Directors may have against Subscriber or any of their affiliates.

9.5 The Issuer shall not decrease the size of the Board without the consent of Subscriber if such decrease would require the resignation of a Subscriber Designee.

9.6 The parties hereto agree that each Subscriber Director shall be entitled to (i), unless waived by the Subscriber Director, cash or equity compensation from the Issuer in connection with his or her service as a director of the Board and (ii) reimbursement from the Issuer for the reasonable out-of-pocket fees or expenses incurred in connection with his or her service as a director of the Board, in each case, in a manner consistent with the Issuer's practices with respect compensation or reimbursement, respectively, for other members of the Board, including reimbursement pursuant to customary indemnification arrangements.

9.7 For so long as Subscriber has the right to designate a Subscriber Designee to the Board pursuant to this Section 9, the Issuer shall not amend Article IX of the Second Buyer A&R Charter (as may be amended from time to time) without the prior written consent of Subscriber.

10. Issuer Shareholder Approval. The Issuer agrees to include in its Joint Proxy Statement (as defined in the Study Merger Agreement), to the extent required by the listing rules of the NYSE, a proposal (the "**Issuer Shareholder Proposal**") to approve (i) the issuance of shares of Class A common stock to Subscriber in connection with the Subscription (including, for the avoidance of doubt, the Second Step Investment and any Warrant Shares issuable upon exercise of the Warrants) and (ii) the voting of any such shares of Class A common stock issued in connection with the Subscription, that would, in each case, absent such approval violate NYSE Rule 312.03(c) (or its successor) (the "**Issuer Shareholder Approval**"). The Joint Proxy Statement shall include the Board's recommendation that the shareholders vote in favor of the Issuer Shareholder Approval and the Issuer shall use its reasonable best efforts to solicit from the shareholders proxies in favor of the Issuer Shareholder Proposal and to obtain the Issuer Shareholder Approval. The Issuer shall respond reasonably promptly to any comments received from the Commission with respect to the Issuer Shareholder Proposal. The Issuer shall provide to Subscriber, as promptly as reasonably practicable after the receipt thereof, any written comments from the Commission or any written request from the Commission or its staff for amendments or supplements to the Joint Proxy Statement relating to the Issuer Shareholder Proposal and shall provide Subscriber with copies of all correspondence between the Issuer, on the one hand, and the Commission and its staff, on the other hand, with respect to the foregoing. Notwithstanding anything to the contrary stated above, prior to filing or mailing the Joint Proxy Statement (or, in each case, any amendment or supplement thereto) or responding to any comments of the Commission or its staff with respect thereto, the Issuer shall provide Subscriber with a reasonable opportunity to review and comment on such document or response and shall include any reasonable comments made by Subscriber with respect thereto in such document or response.

11. CFIUS Approval; Governmental Approvals.

11.1 In the event that Subscriber elects to make the Second Step Investment, each of the parties hereto shall submit as promptly as reasonably practicable after the date of delivery by Subscriber of the Second Step Investment Notice, a joint voluntary notice in draft form to CFIUS with respect to the Subscription and submit a final notice to CFIUS with respect to the Subscription as promptly as reasonably practicable after receiving comments to the draft joint voluntary notice from CFIUS. Each party hereto shall (i) supply as promptly as reasonably practicable any additional information and documentary material that may be requested by CFIUS and (ii) subject in all respects to Section 11.4, promptly take any and all steps necessary to avoid or eliminate each and every impediment and obtain all consents under any laws that may be required by CFIUS so as to enable the parties hereto to consummate the Subscription as promptly as reasonably practicable. Without limiting the generality of the foregoing, subject in all respects to Section 11.4, the Issuer and Subscriber shall promptly take all actions necessary to secure as soon as practicable CFIUS Approval, including with respect to the Issuer, enforcing its rights in Section 5.04 of the Study Merger Agreement and Section 6.04 of the Magnet Merger Agreement to cause Study or Magnet, as applicable, to cooperate in connection with the subject matter thereof.

11.2 Subject in all respects to Section 11.3 and Section 11.4, the parties shall, and shall cause their respective affiliates to take, any and all steps to make all required filings and promptly obtain all consents or approvals of, or notices to or filings, declarations or registrations with, any governmental authority of competent jurisdiction that are necessary for the execution and delivery of this Subscription Agreement by the parties and the consummation by the parties of each of the First Step Investment and the Second Step Investment, as applicable, including with respect to the Issuer, enforcing its rights in Section 5.04 of the Study Merger Agreement and Section 6.04 of the Magnet Merger Agreement to cause Study or Magnet, as applicable, to cooperate in connection with the subject matter thereof.

11.3 Without limiting the generality of the parties' obligations under Section 11.2, to the extent required, each of the parties shall (i) make its respective filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), with respect to the Subscription within ten (10) business days of the date of delivery of the Second Step Investment Notice (unless otherwise extended by mutual agreement between the parties) and (ii) any and all other filings required pursuant to other laws applicable to the parties or any of their respective subsidiaries under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade ("**Antitrust Laws**") with respect to the Subscription as promptly as following the date of delivery of the Second Step Investment Notice. Subscriber shall pay 100% of all filing fees related to the HSR Act and any other filings under any other Antitrust Laws.

11.4 Notwithstanding anything in this Subscription Agreement to the contrary, nothing in this Subscription Agreement shall require any party hereto or any of their respective affiliates to (A) take or agree to take, or omit or agree to omit from taking, any action with respect to any of its or their current or future businesses, assets or operations, including by agreeing to divest, sell, dispose of or hold separate any such businesses, assets or operations or otherwise take any action that would limit any of the parties hereto or any of their respective affiliates' freedom of action with respect to, or its or their ability to retain, any such businesses, assets or operations, (B) otherwise agree to actions or restrictions relating to the businesses, assets or operations of any party hereto or any of their respective affiliates to the extent those businesses, assets or operations do not involve interstate commerce in the United States, or (C) initiate or prosecute any Action for purposes of obtaining any approval contemplated by this Section 11.

12. Sponsor Matters.

12.1 Waiver of Conversion Ratio Adjustment. As of and conditioned upon the First Step Investment Closing, the Sponsor, on behalf of itself and any transferees of any shares of Class B common stock owned by the Sponsor, hereby irrevocably relinquishes and waives (i) any and all rights the Sponsor or such transferees have or will have under Section 4.3(b)(ii) of the Charter with respect to the adjustment of the Initial Conversion Ratio (as defined in the Charter) and (ii) the application of Section 4.3(b)(ii) of the Charter.

12.2 Voting Commitment. At the Special Meeting (as defined in the Study Merger Agreement), the Sponsor shall cause any shares of Class B common stock beneficially owned by it to be voted in favor of the Issuer Shareholder Proposal.

12.3 Amendment to Registration Rights Agreement. As of and conditioned upon the First Step Investment Closing, prior to or concurrently with the First Step Investment, the Sponsor, on behalf of itself and any transferees of any shares of Class B common stock owned by the Sponsor, will cause the Registration Rights Agreement to be amended pursuant to the terms thereof to allow Subscriber to enter into a joinder, or otherwise become a party, to the Registration Rights Agreement.

13. Strategic Support. The parties will enter into the Strategic Support Agreement concurrently with the execution and delivery of this Subscription Agreement, which Strategic Support Agreement shall become effective at the Second Step Investment Closing (solely if immediately following the Second Step Investment Closing, Subscriber is reasonably expected to be the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of twenty percent (20%) or more of the issued and outstanding shares of Class A common stock on a fully-diluted and as-converted basis). Concurrently with the Second Step Investment Closing, the Issuer will issue to Subscriber a number of warrants to purchase a number of shares of Class A common stock (the "**Warrants**") equal to the number obtained by dividing (i)(x) the number of Second Step Investment Shares specified by Subscriber in the Second Step Investment Notice to be subscribed for and purchased in the Second Step Investment plus (y) the number of First Step Investment Shares by (ii) three (3) (rounded up to the nearest whole number of Warrants), which Warrants shall have terms that are substantively identical to those included in the units offered in the Issuer's initial public offering.

14. Related Party Agreements. From the date hereof and until the First Step Investment Closing (if Subscriber has not made the Second Step Investment) and until the Second Step Investment Closing (if Subscriber has made the Second Step Investment), the Issuer shall not enter into, or modify any existing or future, agreements providing for a Related Party Arrangement, or waive any of its rights or obligations thereunder, without Subscriber's prior written consent (such consent not to be unreasonably withheld, conditioned ore delayed) to the extent that any such entry, modification or waiver would reasonably be expected to materially and adversely affect the rights and benefits of Subscriber under this Subscription Agreement; provided that the Issuer shall not require any such consent for the entry into any arm's-length agreement between the Issuer and an affiliate of the Sponsor contemplating the provision of customary investment banking and similar advisory services to the Issuer by such affiliate in connection with *bona fide* capital raising activities of the Issuer.

15. NYSE Listing of Shares. The Issuer shall, as promptly as practicable following the date of this Subscription Agreement, cause the aggregate number of shares of Class A common stock issuable in the Subscription (including any Warrant Shares issuable upon the exercise of the Warrants, if applicable) to be approved for listing on the NYSE.

16. Section 16 Matters. If, following the First Step Investment Closing, the Issuer becomes a party to a consolidation, merger or other similar transaction, or if the Issuer proposes to take or omit to take any other action under Section 6 (including granting to Subscriber or their affiliates the right to participate in any issuance of New Securities) or otherwise or if there is any event or circumstance that may result in Subscriber, its affiliates and/or the Subscriber Directors being deemed to have made a disposition or acquisition of equity securities of the Issuer or derivatives thereof for purposes of Section 16 of the Exchange Act (including the purchase by Subscriber of any securities under Section 6), and if a Subscriber Director is serving on the Board at such time or has served on the Board during the preceding six (6) months (i) the Board or a committee thereof composed solely of two or more "non-employee directors" as defined in Rule 16b-3 of the Exchange Act will pre-approve such acquisition or disposition of equity securities of the Issuer or derivatives thereof for the express purpose of exempting Subscriber's, its affiliates' and such Subscriber Director's interests (for the Subscriber and/or its affiliates, to the extent such persons may be deemed to be "directors by deputization") in such transaction from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder and (ii) if the transaction involves (A) a merger or consolidation to which the Issuer is a party and the Class A common stock is, in whole or in part, converted into or exchanged for equity securities of a different issuer, (B) a potential acquisition or deemed acquisition, or disposition or deemed disposition, by Subscriber, its affiliates, and/or a Subscriber Director of equity securities of such other issuer or derivatives thereof and (C) an affiliate or other designee of Subscriber or its affiliates will serve on the board of directors (or its equivalent) of such other issuer pursuant to the terms of an agreement to which the Issuer is a party (or if Subscriber notifies the Issuer of such service a reasonable time in advance of the closing of such transactions), then if the Issuer requires that the other issuer pre-approve any acquisition of equity securities or derivatives thereof for the express purpose of exempting the interests of any director or officer of the Issuer or any of its subsidiaries in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder, the Issuer shall require that such other issuer preapprove any such acquisitions of equity securities or derivatives thereof for the express purpose of exempting the interests of Subscriber, its affiliates' and such Subscriber Director (for Subscriber and/or its affiliates, to the extent such persons may be deemed to be "directors by deputization" of such other issuer) in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder. Notwithstanding the foregoing, the Issuer makes no representation or warranty and gives no assurance as to the adequacy of any of the foregoing actions to create any exemption under Section 16(b) of the Exchange Act.

17. Other Business Opportunities.

17.1 The parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) Subscriber (including (A) its affiliates, (B) any portfolio company in which Subscriber or any of its affiliates have made a debt or equity investment (and vice versa) or (C) any of Subscriber's or its affiliates' limited partners, non-managing members or other similar direct or indirect investors) and the Subscriber Designees (collectively, the "**Covered Persons**") has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as the Issuer or any of its subsidiaries or deemed to be competing with the Issuer or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other person, with no obligation to offer to the Issuer or any of its subsidiaries the right to participate therein; (ii) each of the Covered Persons may invest in, or provide services to, any person that directly or indirectly competes with the Issuer or any of its subsidiaries; and (iii) in the event that any of the Covered Persons acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for the Issuer or any of its subsidiaries, such person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to the Issuer or any of its subsidiaries and, notwithstanding any provision of this Subscription Agreement to the contrary, shall not be liable to the Issuer or any of its subsidiaries for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another person or does not present such opportunity to the Issuer or any of its subsidiaries. For the avoidance of doubt, the parties acknowledge that this paragraph is intended to disclaim and renounce, to the fullest extent permitted by applicable law, any right of the Issuer or any of its subsidiaries with respect to the matters set forth herein, and this paragraph shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

17.2 The Issuer hereby, to the fullest extent permitted by applicable law:

17.2.1 confirms that none of Subscriber or any of its affiliates have any duty to the Issuer or any of its subsidiaries other than the specific covenants and agreements set forth in this Subscription Agreement;

17.2.2 acknowledges and agrees that (A) in the event of any conflict of interest between the Issuer or any of its subsidiaries, on the one hand, and any of Subscriber or any of its affiliates, on the other hand, Subscriber or its applicable affiliates may act in its best interest and (B) none of Subscriber or any of its affiliates or any Subscriber Designee acting in his or her capacity as a director of the Issuer shall be obligated (1) to reveal to the Issuer or any of its subsidiaries confidential information belonging to or relating to the business of Subscriber or any of its affiliates or (2) to take any action in its capacity as a direct or indirect stockholder of the Issuer, as the case may be, that prefers the interest of the Issuer or its subsidiaries over the interest of such person in such capacity; and

17.2.3 waives any claim or cause of action against Subscriber and any of its affiliates, and any officer, employee, agent or affiliate of any such person that may from time to time arise in respect of a breach by any such person of any duty or obligation disclaimed under Section 17.2.1 or Section 17.2.2.

17.3 Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 17 shall not apply to any alleged claim or cause of action against Subscriber based upon the breach or nonperformance by Subscriber of this Subscription Agreement or any other agreement to which Subscriber is a party.

18. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (i) such date and time as the Study Merger Agreement is validly terminated in accordance with its terms, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement and (iii) the date that is eight (8) months following the date hereof; provided, that nothing herein will relieve any party from liability for fraud or any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities, expenses or damages arising from such breach. The Issuer shall promptly notify Subscriber of (i) the termination of the Study Merger Agreement promptly after the termination of such agreement, and (ii) any waiver by the Issuer of any of the conditions specified in Article X of the Study Merger Agreement.

19. Miscellaneous.

19.1 Further Assurances. At the First Step Investment Closing and the Second Step Investment Closing, as applicable, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Subscription as contemplated by this Subscription Agreement. Following the date hereof, each party shall not take, and shall cause each of their respective controlled affiliates not to take, any action that would, or would reasonably be expected to, prevent, impede, interfere with, hinder or delay the other party from exercising its rights or receiving the benefits contemplated by this Subscription Agreement.

19.1.1 Each party acknowledges that the other parties will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the First Step Investment Closing and the Second Step Investment Closing, as applicable, each party agrees to promptly notify the other parties if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

19.1.2 Each of the Issuer and Subscriber is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

19.1.3 The Issuer may request from Subscriber such additional information as the Issuer may deem necessary to evaluate the eligibility of Subscriber to acquire the Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent within Subscriber's possession and control or otherwise readily available to Subscriber.

19.1.4 Each of Subscriber and the Issuer shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

19.1.5 Each of Subscriber and the Issuer shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable (i) to consummate the First Step Investment contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Study Transactions and (ii) if the Second Step Investment Notice has been delivered, to consummate the Second Step Investment contemplated by this Subscription Agreement on the terms and conditions described therein no later than the later of (A) immediately prior to the consummation of the Study Transactions and (B) the date that CFIUS Approval is obtained.

19.2 Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) Business Days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Subscriber, to such address or addresses set forth on the signature page hereto;

MIH Ventures B.V.
Symphony Offices
Gustav Mahlerplein 5
1082 MS Amsterdam
Attention: Serge de Reus; Wayne Benn
Email: Serge.Reus@prosus.com; wbenn@prosus.com

with a required copy (which copy shall not constitute notice) to:

Cravath, Swaine & Moore LLP
8258 8th Avenue
New York, NY 10019
Attention: David Mercado; O. Keith Hallam III; G.J. Ligelis Jr.; Nicholas A. Dorsey
Email: dmercado@cravath.com; khallam@cravath.com; gligelisjr@cravath.com; ndorsey@cravath.com

(ii) if to the Issuer or the Sponsor, to:

Churchill Capital Corp. II
640 Fifth Avenue, 12th Floor
New York, NY 10019
Attention: Michael S. Klein
Telephone: 212-380-7775
Email: Michael.klein@mkleinandcompany.com

with a required copy (which copy shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Ross A. Fieldston; Raphael M. Russo
Email: rfieldston@paulweiss.com; rrusso@paulweiss.com

19.3 Entire Agreement. This Subscription Agreement, the Strategic Support Agreement and the confidentiality agreement, dated October 1, 2020, between Subscriber and the Issuer (as amended, modified and supplemented from time to time) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

19.4 Modifications and Amendments. This Subscription Agreement may not be amended, modified, supplemented or waived (i) except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought and (ii) without the prior written consent of Study (with respect to this clause (ii), solely to the extent that an amendment, modification, supplement or waiver would reasonably be expected to materially and adversely affect the Issuer's ability to consummate the Transactions); provided that any rights (but not obligations) of a party under this Subscription Agreement may be waived, in whole or in part, by such party on its own behalf without the prior consent of any other party. Further, the Issuer agrees that it will not amend Section 11.17 of the Study Merger Agreement without Subscriber's prior written consent (not to be unreasonably withheld, conditioned or delayed) if such amendment would reasonably be expected to affect any rights and obligations of Subscriber thereunder in any manner.

19.5 Assignment. Neither this Subscription Agreement nor any rights, interests or obligations that may accrue to the parties hereunder (including Subscriber's rights to purchase the Shares) may be transferred or assigned without the prior written consent of each of the other parties hereto (other than the Shares acquired hereunder, if any, and then only in accordance with this Subscription Agreement); provided that Subscriber's rights and obligations hereunder may be assigned to any Permitted Transferee without the prior consent of the Issuer, and upon such assignment by a Subscriber, the assignee(s) shall become Subscriber hereunder and have the rights and obligations and be deemed to make the representations and warranties of Subscriber provided for herein to the extent of such assignment; provided, further, that no assignment shall relieve the assigning party of any of its obligations hereunder, including any assignment to any fund or account managed by the same investment manager as Subscriber.

19.6 Benefit. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. This Subscription Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

19.7 Governing Law. This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

19.8 Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided, that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware "**Chosen Courts**"), in connection with any matter based upon or arising out of this Subscription Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 19.2 and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 19.8, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

19.9 Severability. If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

19.10 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

19.11 Remedies.

19.11.1 The parties agree that the irreparable damage would occur if this Subscription Agreement was not performed or the First Step Investment Closing or the Second Step Investment Closing, as applicable, is not consummated in accordance with its specific terms or was otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the parties hereto shall be entitled to equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement in an appropriate court of competent jurisdiction as set forth in Section 19.8, this being in addition to any other remedy to which any party is entitled at law or in equity, including money damages. The right to specific enforcement shall include the right of the parties hereto to cause to cause the other parties hereto to cause the transactions contemplated hereby to be consummated on the terms and subject to the conditions and limitations set forth in this Subscription Agreement. The parties hereto further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 19.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

19.11.2 The parties acknowledge and agree that this Section 19.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

19.11.3 In any dispute arising out of or related to this Subscription Agreement, or any other agreement, document, instrument or certificate contemplated hereby, or any transactions contemplated hereby or thereby, the applicable adjudicating body shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the dispute and the enforcement of its rights under this Subscription Agreement or any other agreement, document, instrument or certificate contemplated hereby and, if the adjudicating body determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the adjudication and the enforcement of its rights under this Subscription Agreement or any other agreement, document, instrument or certificate contemplated hereby or thereby.

19.12 Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Subscription Agreement shall survive the First Step Investment Closing and the Second Step Investment Closing, as applicable. For the avoidance of doubt, if for any reason the First Step Investment Closing does not occur prior to the consummation of the Study Transactions, all representations, warranties, covenants and agreements of the parties hereunder shall survive the consummation of the Study Transactions and remain in full force and effect.

19.13 No Broker or Finder. Each of the Issuer and Subscriber agrees to indemnify and hold the other parties hereto harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

19.14 Headings and Captions. The headings and captions of the various subdivisions of this Subscription Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

19.15 Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

19.16 Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "*without limitation*." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Subscription Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant. All references in this Subscription Agreement to numbers of shares, per share amounts and purchase prices shall be appropriately adjusted to reflect any stock split, stock dividend, stock combination, recapitalization or the like occurring after the date hereof.

19.17 Mutual Drafting. This Subscription Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and shall not be construed for or against any party hereto.

20. Cleansing Statement; Disclosure.

20.1 The Issuer shall, by 9:00 a.m., New York City time, on the first (1st) Business Day immediately following the date of this Subscription Agreement, issue a press release or file with the Commission a Current Report on Form 8-K disclosing all material terms of the transactions contemplated hereby and by the Transactions, in each case, which shall be in form and substance reasonably acceptable to Subscriber. Subscriber shall also be entitled, following the date of this Subscription Agreement, to issue a press release disclosing all material terms of the transactions contemplated hereby, which shall be in form and substance reasonably acceptable to the Issuer. Following thereafter, subject to Section 21.2, no party shall issue or cause the publication of any press release or public announcement in respect of the Subscription without the prior written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed), except (i) as may be required by law or stock exchange rules or as a party deems necessary or advisable to comply with its Commission disclosure obligations or any listing agreement with any applicable stock exchange, in which case the party seeking to publish such press release or public announcement shall consult with and provide the other party a reasonable opportunity to comment on such press release or public announcement in advance of such publication or (ii) to the extent the contents of such release or announcement have previously been released publicly by a party or are consistent in all material respects with materials or disclosures that have previously been released publicly without violation of this Section 21.1. Notwithstanding the foregoing, without Subscriber's prior written consent, the Issuer shall not use Subscriber's name in any press release issued in connection with the Transactions.

20.2 Subscriber hereby consents to the publication and disclosure in (i) any Form 8-K filed by the Issuer with the Commission in connection with the execution and delivery of the Study Merger Agreement, the Proxy Statement or any other filing with the Commission pursuant to applicable securities laws, or the consummation of the Transactions, in each case, as and to the extent required by the federal securities laws or the Commission or any other securities authorities, (ii) any other documents or communications provided by the Issuer to any governmental authority or to securityholders of the Issuer, in each case, as and to the extent required by applicable law or the Commission or any other governmental authority, of Subscriber's name and identity and the nature of Subscriber's commitments, arrangements and understandings under and relating to this Subscription Agreement and, if deemed required or appropriate by the Issuer or Study, a copy of this Subscription Agreement, and (iii) any registration statement registering the resale of the Shares and the Warrants, if applicable, and the Joint Proxy Statement/Prospectus (as defined in the Study Merger Agreement); provided that, in each case, the Issuer provides to Subscriber for Subscriber's review a copy of such proposed publication or disclosure (redacted if necessary) reasonably in advance of the publication or disclosure thereof and that such proposed publication or disclosure shall be in form and substance reasonably acceptable to Subscriber. Other than as set forth in the immediately preceding sentence, without Subscriber's prior written consent, the Issuer shall not, and shall use commercially reasonable efforts to cause Study not to, use or disclose the name of Subscriber or any information relating to Subscriber or this Subscription Agreement, other than to the Issuer's lawyers, independent accountants and to other advisors and service providers who reasonably require such information in connection with the provision of services to such person, are advised of the confidential nature of such information and are obligated to keep such information confidential. Subscriber will promptly provide any information reasonably requested by the Issuer for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the Commission).

21. Trust Account Waiver. Notwithstanding anything to the contrary set forth herein, Subscriber acknowledges that the Issuer has established a trust account containing the proceeds of its initial public offering and from certain private placements (collectively, with interest accrued from time to time thereon, the "**Trust Account**"). Subscriber agrees that (i) it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account, and (ii) it shall have no right of set-off or any right, title, interest or claim of any kind ("**Claim**") to, or to any monies in, the Trust Account, in each case in connection with this Subscription Agreement, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have in connection with this Subscription Agreement; provided, however, that nothing in this Section 22 shall be deemed to limit Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of securities of the Issuer acquired by any means other than pursuant to this Subscription Agreement, including, but not limited to, any redemption right with respect to any such securities of the Issuer. In the event Subscriber has any Claim against the Issuer under this Subscription Agreement, Subscriber shall pursue such Claim solely against the Issuer and its assets outside the Trust Account and not against the property or any monies in the Trust Account. Subscriber agrees and acknowledges that such waiver is material to this Subscription Agreement and has been specifically relied upon by the Issuer to induce the Issuer to enter into this Subscription Agreement and Subscriber further intends and understands such waiver to be valid, binding and enforceable under applicable law. In the event Subscriber, in connection with this Subscription Agreement, commences any action or proceeding which seeks, in whole or in part, relief against the funds held in the Trust Account or distributions therefrom or any of the Issuer's stockholders, whether in the form of monetary damages or injunctive relief, Subscriber shall be obligated to pay to the Issuer all of its legal fees and costs in connection with any such action in the event that the Issuer prevails in such action or proceeding.

22. Non-Reliance. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, Study, any of its affiliates or any of its control persons, officers, directors or employees), other than the representations and warranties of the Issuer expressly set forth in this Subscription Agreement, in making its investment or decision to invest in the Issuer.

23. Rule 144. From and after such time as the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may allow Subscriber to sell securities of the Issuer to the public without registration are available to holders of the Issuer's common stock and until Subscriber may sell its Shares and Warrants, if applicable, pursuant to Rule 144 without regard to the public information requirement, the Issuer agrees to:

23.1.1 make and keep public information available, as those terms are understood and defined in Rule 144;

23.1.2 file with the Commission in a timely manner all reports and other documents required of the Issuer under the Securities Act and the Exchange Act so long as the Issuer remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

23.1.3 furnish to Subscriber, promptly upon request, (x) a written statement by the Issuer, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (y) a copy of the most recent annual or quarterly report of the Issuer and such other reports and documents so filed by the Issuer and (z) such other information as may be reasonably requested to permit Subscriber to sell such securities pursuant to Rule 144 without registration.

If the Shares and the Warrants and/or the Warrant Shares, if applicable, are eligible to be sold without restriction under, and without the Issuer being in compliance with the current public information requirements of, Rule 144 under the Securities Act, then at Subscriber's request, the Issuer will cause its transfer agent to remove the legend described in Section 2.1.6. In connection therewith, if required by the Issuer's transfer agent, the Issuer will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Shares and the Warrants and/or the Warrant Shares, if applicable, without any such legend; provided, that, notwithstanding the foregoing, Issuer will not be required to deliver any such opinion, authorization, certificate or direction if it reasonably believes that removal of the legend could result in or facilitate transfers of securities in violation of applicable law.

24. Tax Matters.

24.1 The Issuer shall be permitted to deduct and withhold U.S. withholding tax in respect of payments or distributions made to Subscriber as a result of its ownership of the Shares and the Warrants and/or the Warrant Shares, if applicable, if any; provided, the Issuer shall (i) notify Subscriber promptly but at least ten (10) Business Days prior to deducting and withholding any amount from any such payment or distribution and (ii) reasonably cooperate with Subscriber in good faith to reduce or eliminate any amounts that would otherwise be required to be deducted or withheld pursuant to this Section 23.1. The Issuer shall provide Subscriber with any information or documentation reasonably requested by Subscriber for a refund of any tax and shall otherwise assist and reasonably cooperate in any application for such a refund by Subscriber.

24.2 The Issuer agrees to provide promptly, upon the reasonable request of Subscriber and at Subscriber's sole cost and expense, (a) a determination as to whether the Issuer is a "United States real property holding corporation" for U.S. federal income tax purposes (a "**USRPHC**") and (b) in the event that the issuer is not a USRPHC (and has not been a USRPHC during the applicable period specified in Section 897(c)(1)(A) of the Code), a statement issued pursuant to U.S. Treasury Regulations Section 1.897-2(g)(1)(ii) that the Shares are not a U.S. real property interest for U.S. federal income tax purposes.

24.3 The Issuer shall not take any action to alter its entity classification as a Subchapter C corporation for U.S. federal income tax purposes without Subscriber's written consent.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Issuer and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

CHURCHILL SPONSOR II, LLC

By: /s/ Jay Taragin
Name: Jay Taragin
Title: Chief Financial Officer

Accepted and agreed this 12th day of October, 2020

SUBSCRIBER:

Signature of Subscriber:

By: /s/ Serge de Reus
Name: Serge de Reus
Title: Director

Signature of Joint Subscriber, if applicable:

By:
Name:
Title:

Date: October 12, 2020

Name of Subscriber:

MIH Ventures B.V.
(Please print. Please indicate name and capacity of person signing above)

Name of Joint Subscriber, if applicable:

(Please Print. Please indicate name and capacity of person signing above)

Exhibit 99.2

EXECUTION VERSION

STRATEGIC SUPPORT AGREEMENT

Between

MIH VENTURES B.V.

and

CHURCHILL CAPITAL CORP II

Dated as of October 12, 2020

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Annex A Support Services

This STRATEGIC SUPPORT AGREEMENT (together with the attachments hereto and as the same and this Agreement may be amended from time to time in accordance with its terms, this "Agreement") dated October 12, 2020, by and between MIH Ventures B.V., a limited liability company incorporated under the laws of the Netherlands ("Service Provider") and Churchill Capital Corp II, a Delaware corporation ("Service Recipient"). Service Provider and Service Recipient are referred to herein individually as a "party" and collectively as the "parties". Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Subscription Agreement (as defined below).

WHEREAS, Service Provider and Service Recipient are parties to the Subscription Agreement, dated October 12, 2020, by and between Service Provider and Service Recipient (the "Subscription Agreement"), which provides for (i) the subscription and purchase from Service Recipient and the issue and sale to Service Provider of 10,000,000 shares of Service Recipient's Class A common stock, par value $0.0001 per share, at a purchase price of $10.00 per share, for an aggregate purchase price of $100,000,000, upon the terms and conditions set forth in the Subscription Agreement (the "First Step Investment"), and (ii) the option for Service Provider to subscribe and purchase from Service Recipient up to the lesser of (a) 40,000,000 additional shares of Class A common stock of Service Recipient and (b) such number of additional shares of Class A common stock of Service Recipient that would result in Service Provider beneficially owning as of immediately following the closing of the Study Transactions, a number of Class A common stock of Service Recipient representing 35% of the issued and outstanding shares of Class A common stock of Service Recipient on a fully-diluted and as-converted basis (the "Second Step Investment Shares"), at a purchase price of $10.00 per share, for an aggregate purchase price of up to $400,000,000 (the "Second Step Investment Purchase Price"), upon the terms and conditions set forth in the Subscription Agreement (the "Second Step Investment" and, together with the First Step Investment, the "Investment");

WHEREAS, in connection with the closing of the Second Step Investment, Service Provider will recommend an individual to serve as the chairman of the board of directors of Service Recipient (the "Board of Directors"), upon which recommendation, Service Recipient will take all actions reasonably necessary to appoint such individual as the chairman of the Board of Directors;

WHEREAS, Service Recipient has agreed to issue to Service Provider warrants to purchase a number of shares of Class A common stock of Service Recipient as set forth in the Subscription Agreement in consideration for the execution and delivery of this Agreement by Service Provider; and

WHEREAS, subject to the terms of this Agreement and for the Term (as defined below), Service Provider has agreed to provide or cause its Affiliates to provide the strategic support services described in Annex A (the "Services") to Service Recipient.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. (a) All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subscription Agreement.

(b) For purposes of this Agreement:

"***Action***" means any demand, action, proceeding, suit, countersuit, arbitration, mediation, audit, hearing, inquiry or investigation (in each case, whether civil, criminal, administrative, investigative, formal or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity.

"***Affiliate***" of any specified Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by Contract or otherwise. Notwithstanding the foregoing, Service Provider and its Affiliates shall not be deemed to be Affiliates of Service Recipient or its Affiliates.

"***Business Day***" means any day except Saturday or Sunday on which commercial banks are not required or authorized to close in The Netherlands or New York, New York.

"***Contract***" means any contract, lease, sublease, license, indenture, agreement, commitment or other legally binding arrangement (whether written, electronic or oral and whether express or implied).

"***Governmental Entity***" means any national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government and any arbitrator or arbitral body or panel of competent jurisdiction.

"***Law***" means any federal, state, provincial, municipal, domestic or foreign law (including common law), statute, ordinance, rule, regulation, code or Judgment issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Entity.

"***Person***" means any individual, general or limited partnership, corporation, limited liability company, joint stock company, trust, joint venture, unincorporated organization, association or any other entity, including any Governmental Entity, or any Group consisting of two or more of the foregoing.

"***Representative***" means, with respect to any Person, its directors, officers, employees, consultants, agents, investment bankers, financial advisors, attorneys, accountants and other advisors and representatives.

"***Third Party***" means any Person other than the Parties or any of their Affiliates.

SECTION 1.02. Index of Defined Terms. The following terms are defined elsewhere in this Agreement, as shown in the table below:

Term	Section
Agreement	Preamble
Board of Directors	Recitals
Claim	5.03
Claim Notice	5.03
Confidential Information	3.01
Damages	5.01
Dispute	4.02
Dispute Notice	4.02
First Step Investment	Recitals
Force Majeure Event	2.02
Investment	Recitals
Legal Requirement	3.01(c)
parties	Preamble
party	Preamble
Primary Coordinators	4.01
Second Step Investment	Recitals
Second Step Investment Purchase Price	Recitals
Second Step Investment Shares	Recitals
Service Coordinators	4.01
Service Migration	2.03(a)
Service Provider	Preamble
Service Provider Indemnitees	5.01
Service Provider Party	2.01(b)
Service Recipient	Preamble
Services	Recitals
Subscription Agreement	Recitals
Term	2.01
Third Party Approval	2.01(d)
Work Product	6.02

SECTION 1.03. Other Definitional and Interpretive Provisions. When a reference is made in this Agreement to a Section, an Annex or an Article, such reference shall be to a Section, Annex or Article of this Agreement unless otherwise indicated. All Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Annex but not otherwise defined therein shall have the meaning as defined in this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The word "will" shall be construed to have the same meaning as the word "shall". The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to October 12, 2020. All references to "dollars" and "$" shall be deemed to be references to the lawful money of the United States. The words "hereof", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such terms. Any agreement, instrument or applicable Law defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or applicable Law as from time to time amended, modified or supplemented. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

ARTICLE II

Services

SECTION 2.01. Services. (a) Upon the terms and subject to the conditions set forth herein and in consideration of the Warrants to be issued by Service Recipient to Service Provider pursuant to the Subscription Agreement, effective as of the Second Step Investment Closing (solely if immediately following the Second Step Investment Closing, Service Provider is reasonably expected to be the beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of twenty percent (20%) or more of the issued and outstanding shares of Class A common stock of Service Recipient on a fully-diluted and as-converted basis), Service Provider shall provide, or cause one or more of its Affiliates to provide, to Service Recipient, and Service Recipient shall receive, the Services for the Term. The Services will be provided for a term of one (1) year following the completion of the Second Step Investment or such shorter period as contemplated herein (the "Term").

(b) In providing, or otherwise making available, the Services to Service Recipient, Service Provider may use its own personnel or the personnel of any of its Affiliates; provided, however, that Service Provider shall remain responsible for ensuring that its obligations with respect to such Services are satisfied with respect to all Services provided by any Affiliate. Each of Service Provider and any such Affiliates shall be referred to as a "Service Provider Party".

(c) Except as set forth on Annex A, Service Provider shall perform, or shall cause to be performed, all Services in a commercially reasonable manner.

(d) The parties agree to cooperate in good faith and use commercially reasonable efforts to obtain any necessary consent, authorization, order or approval of, or any exemption by, any Third Party (each, a "Third Party Approval") required under any existing contract or agreement with a Third Party to allow Service Provider to perform, or cause to be performed, all Services to be provided by Service Provider hereunder; provided that neither party shall be required to accept any term or condition, commit to pay any amount, incur any obligation in favor of or offer or grant any accommodation (financial or otherwise), regardless of any provision to the contrary in the existing contract or agreement, to any Third Party to obtain any such Third Party Approval.

(e) If Service Provider has elected to deliver the Second Step Investment Notice and both the First Step Investment Closing and the Second Step Investment Closing occur (each as defined in the Subscription Agreement), effective as of the Second Step Investment Closing, Service Provider shall recommend an individual to serve as the chairman of the Board of Directors. Subject to the approval of the Service Recipient's nominating and corporate governance committee (which shall not be unreasonably withheld, conditioned or delayed), upon the recommendation of such individual by Service Provider, Service Recipient will take all actions reasonably necessary to appoint such individual, effective as of the Second Step Investment Closing, as the chairman of the Board of Directors. Service Provider shall, and shall cause its designee to, reasonably cooperate with Service Recipient to facilitate such appointment, including by providing any information reasonably requested by Service Recipient with respect to such designee.

(f) Subject to the terms and conditions of this Agreement, the parties willcomply, and will cause their Affiliates and their respective employees to comply, with all applicable Laws or rules of professional conduct applicable to its performance under this Agreement and the provision and receipt of the Services. No party shall knowingly take any action in violation of any such applicable Law or rule of professional conduct that results in liability being imposed on the other party.

(g) Service Recipient shall promptly reimburse each Service Provider Party for all reasonable and documented out-of-pocket costs and expenses relating to such Service Provider Party's provisions of Services. Any such expense in excess of $10,000, other than in connection with legal or accounting services, shall be pre-approved in writing by the Service Recipient, it being understood that the failure to so approve any such excess expense shall excuse Service Provider Party's performance hereunder in connection with any such reasonably required expenses.

(h) For the avoidance of doubt, all decisions, determinations, implementation and oversight in connection with the Services shall be the sole and exclusive responsibility of Service Recipient.

(i) Notwithstanding anything to the contrary contained in this Agreement, neither this Agreement nor the provision of the Services shall, in any manner, preclude, restrict or limit or impair the ability of Service Provider or any of its Affiliates or any other Person (including any entity in which any of them have an investment) or any of their respective directors, officers, employees, consultants or agents to (i) engage in any business, (ii) operate their respective businesses in any manner, (iii) engage in any transactions, including any investments, acquisitions, divestitures, joint ventures or other strategic transactions or (iv) provide services (whether or not similar in kind to the Services) to any other Person.

SECTION 2.02. Force Majeure. No Service Provider Party shall be liable to Service Recipient for any interruption of service, any delays or any failure to perform under this Agreement caused by matters or events occurring that are beyond the reasonable control of Service Provider or its Affiliates, (a "Force Majeure Event"), including (i) strikes, lockouts or other labor difficulties; (ii) governmental laws, rules, regulations or other acts of governmental authority; (iii) fires, floods, acts of God, act of terror, pandemic, extremes of weather, earthquakes, tornadoes, or similar occurrences; (iv) wrecks or transportation delays; (v) riot, insurrection or other hostilities; (vi) embargo; (vii) fuel or energy shortages; or (viii) inability to obtain necessary labor, materials or utilities (to the extent beyond the reasonable control of the Service Provider Party after using the required efforts hereunder). Any delays, interruptions or failures to perform caused by such occurrences of a Force Majeure Event shall not be deemed to be a breach or failure to perform under this Agreement. Each party shall, as soon as reasonably practicable, use its good faith efforts to promptly notify the other party upon learning of the occurrence of a Force Majeure Event and (a) the affected party shall use its reasonable best efforts to mitigate and eliminate the Force Majeure Event and its consequences in order to resume performance and (b) the unaffected party shall have no obligation hereunder with respect to the obligations the affected party is unable to perform due to the Force Majeure Event. Upon the cessation of the Force Majeure Event, the parties will use their reasonable best efforts to promptly resume performance of their obligations under this Agreement.

SECTION 2.03. Limitations. (a) Service Recipient may not resell, license the use of or otherwise permit the use by others of any Services, except with the prior written consent of Service Provider.

(b) Service Recipient acknowledges and agrees that Service Provider is providing the Services, or causing the Services to be provided, on a temporary basis to Service Recipient in order to allow Service Recipient a period of time to replace or obtain similar services for itself, and that Service Provider is not a commercial provider of such Services. Service Recipient agrees to use reasonable best efforts to end its use of each Service (the cessation of such Service, the "Service Migration") as promptly as practicable following the date of this Agreement and in any event, on or prior to the end of the Term; provided that in no event shall Service Provider be responsible for bearing any costs of such Service Migration.

SECTION 2.04. Cooperation; Further Actions. Service Recipient shall reasonably cooperate with Service Provider to the extent necessary or appropriate to facilitate the performance of the Services in accordance with the terms of this Agreement and shall use reasonable best efforts to make available, and cause each of its Affiliates to make available, on a timely basis to any Service Provider Party all information and materials reasonably requested by such Service Provider Party to enable it to provide the Services hereunder. Without limiting the generality of the foregoing, Service Recipient shall, and shall cause its Affiliates to, at no cost to Service Provider, use reasonable best efforts to: (i) make available on a timely basis to any Service Provider Party all information and materials requested by such Service Provider Party to the extent reasonably necessary for the performance or receipt of the Services, (ii) upon reasonable notice, give or cause to be given to the Service Provider Parties reasonable access, during regular business hours and at such other times as are reasonably required, to the relevant premises and personnel to the extent reasonably necessary for the performance or receipt of the Services and (iii) give Service Provider Parties reasonable access to utilize the information, facilities, personnel and assets of Service Recipient and its Affiliates to the extent reasonably necessary for the performance or receipt of the Services.

(a) Each party agrees that its and its Affiliates' employees having access to the properties, facilities, infrastructure, personnel, software or other technology of the other party and its Affiliates in connection with the performance, receipt or delivery of a Service, shall, and that it shall cause its other representatives having such access to, comply with all security policies, procedures and guidelines (including physical security, network access, internet security, confidentiality, protection of proprietary information, use of information technology resources and personal data security guidelines) of such other party and its Affiliates that are made known or provided to such party reasonably in advance. Each party shall ensure that any access described by this Section 2.04 shall be used by its and its Affiliates' employees, and shall use commercially reasonable efforts to ensure that any such access shall be used by its other representatives, only for the purposes contemplated by, and subject to the terms of, this Agreement.

SECTION 2.05. Advisory Capacity. During the Term, Service Provider shall act only in a support and advisory capacity to Service Recipient with respect to the Services. The parties expressly agree that the arrangement established by this Agreement is not intended to be a delegation of Service Recipient's or its Affiliates' managerial or corporate responsibilities to any Service Provider Party. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to permit or authorize any Service Provider Party to make any decision or enter into any contract for or on behalf of Service Recipient or its Affiliates, which shall remain the sole responsibility of Service Recipient or its Affiliates.

ARTICLE III

Confidentiality

SECTION 3.01. Confidentiality. (a) Each party acknowledges that it will have confidential and proprietary information concerning the other party, its customers, Affiliates and its business that is not readily available to the public provided to it pursuant to the provision and receipt of the Services ("Confidential Information"). Each party agrees that it will not, and that it will cause its Affiliates not to, at any time, disclose to any Person (except to its Affiliates and its and their Representatives who require such information in order to perform their duties hereunder or, in the case of Service Recipient, to receive the benefit of the Services or comply with Service Recipient's obligations hereunder), directly or indirectly, or make any use of, distribute or make copies of, for any purpose other than those contemplated by this Agreement, any such Confidential Information of the other party.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information that (1) was or becomes generally available to the public other than as a result of a disclosure by the other party or its Representatives in violation of this Section 3.01 or unauthorized act of a third party, (2) was or becomes available to the receiving party or its Representatives on a non-confidential basis from a source other than the disclosing party or its Representatives; provided that such source is not known by the other party to be subject to an obligation of confidentiality (whether by agreement or otherwise) to the disclosing party with respect to such information; (3) at the time of disclosure to the receiving party or its Representatives by or on behalf of the disclosing party or its Representatives, is already in the receiving party's or any of its Representatives' possession; provided that such information is not known by the receiving party not to be subject to an obligation of confidentiality (whether by agreement or otherwise), or (4) with respect to such information, was independently developed by the receiving party or any of its Representatives without reference to, incorporation of, or other use of any Confidential Information.

(c) Notwithstanding the foregoing, in the event that the receiving party or any of its Affiliates or its or their Representatives are requested or required by law, regulation, stock exchange rule or other applicable legal, judicial or governmental process (including by deposition, interrogatory,, request for documents, subpoena, civil investigative demand or similar process) (any of the foregoing, a "Legal Requirement") to disclose any Confidential Information, the receiving party or such Representative (1) will, to the extent legally permitted, provide the disclosing party with prompt written notice of such request or requirement prior to making such disclosure so that the disclosing party may seek (at the disclosing party's sole expense) an appropriate protective order, other reliable assurance that confidential treatment will be accorded to such information or other remedy, (2) will use reasonable best efforts (at the disclosing party's sole expense) to consult and cooperate with the disclosing party as the disclosing party to the extent legally permitted with respect to the disclosing party seeking such a protective order, assurance or other remedy or taking steps to resist or narrow the scope of such request or requirement and (3) will not oppose any action by the disclosing party to obtain such a protective order, assurance or other remedy. If a protective order, other reliable assurance or other remedy is not obtained and the terms of this Section 3.01 are not waived by the disclosing party and subject to the receiving party's compliance with the preceding sentence, the receiving party and such Representative (a) may disclose such Confidential Information only to the extent required by the applicable Legal Requirement, based on the advice of its legal counsel, (b) will exercise reasonable best efforts (at the disclosing party's sole expense) to obtain assurance that confidential treatment will be accorded to such Confidential Information that is being disclosed and (c) will, to the extent legally permitted, give advance notice to the disclosing party of the information to be disclosed, or the proposed disclosure itself (as applicable), as far in advance as is reasonably practicable.

(d) Without limiting the foregoing, when any such Confidential Information is no longer needed for the purposes contemplated by this Agreement, each party will promptly, upon the written request of the other party, either return to the other party all such Confidential Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or destroy such information (and such copies thereof and such notes, extracts or summaries based thereon) and notify the other party in writing of such destruction; provided that such party's representatives may retain information to the extent required by applicable Law or professional standards or bona fide internal retention policy, and shall not be required to destroy any such information located in back-up, archival electronic storage.

SECTION 3.02. No Rights to Confidential Information. Each party for itself and on behalf of its Affiliates acknowledges that it will not acquire any right, title or interest in or to any Confidential Information of the other party by reason of this Agreement or the provision or receipt of Services hereunder. Except with the prior written consent of the other party, each party shall use reasonable best efforts to restrict access to the other party's Confidential Information to those employees of such party requiring access for the purpose of providing or receiving Services hereunder. Notwithstanding anything to the contrary in this Agreement, Service Provider shall not have access to, and Service Recipient shall not provide to Service Provider, any "material nonpublic technical information" within the meaning of 31 C.F.R. § 800.232 of Service Recipient in connection with the provision of the Services.

ARTICLE IV

Representatives; Dispute Resolution

SECTION 4.01. Representatives. Each party shall each designate, from time to time, a representative to act as such party's respective primary contact person to coordinate the overall provision of all of the Services (collectively, the "Primary Coordinators"). Each Primary Coordinator may designate one or more service coordinators for each specific Service (the "Service Coordinators") who will have responsibility for implementing, managing and coordinating such specific Services pursuant to this Agreement on behalf of each of the parties, respectively. Service Provider and Service Recipient agree that all communications relating to the provision of the Services shall be directed to the Service Coordinators for such Service with copies to the Primary Coordinators. The Primary Coordinators and applicable Service Coordinators shall work with the respective personnel of each party and Service Provider Party to periodically address issues and matters raised by any party relating to the provision of Services.

SECTION 4.02. Dispute Resolution. The parties shall resolve all disputes arising under or in connection with this Agreement (each, a "Dispute") in accordance with the following procedures. All Disputes will be first considered in person, by teleconference or by video conference by the Primary Coordinators (or their designees) and, if applicable, Service Coordinators (or their designees) for the applicable Service within five (5) Business Days after receipt of notice from either party specifying the nature of the Dispute (a "Dispute Notice"). If any Dispute is not resolved by the Primary Coordinators and Service Coordinators within ten (10) Business Days after receipt of a Dispute Notice, then, upon the written request of either party, each party shall designate a senior representative who does not spend a substantial portion of his or her time on activities relating to this Agreement to meet in person, by teleconference or by video conference with the other party's designated senior representative for the purpose of resolving the Dispute. The designated representatives shall negotiate in good faith to resolve the Dispute. If a Dispute is not, for any reason, resolved within ten (10) Business Days after the referral of such Dispute to such designated representatives, then either party is free to pursue any remedies available to it at law or in equity. Notwithstanding anything to the contrary contained herein (including the foregoing), each party may institute an Action at any time in order to avoid the expiration of any applicable statute of limitations period, preserve a superior position with respect to other creditors, or to seek equitable relief (including specific performance or injunctive relief) to avoid irreparable harm for which money damages would not be sufficient.

ARTICLE V

Indemnification; Limitation of Liability

SECTION 5.01. Indemnification. (a) Subject to Section 5.02 and Section 5.04 in all respects, Service Recipient shall indemnify and hold harmless Service Provider, any other Service Provider Party, their respective Affiliates and its and their respective Representatives (collectively, the "Service Provider Indemnitees") from and against any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any Action whether involving a third party claim or a claim solely between the parties) (collectively, "Damages") asserted against or incurred by any Service Provider Indemnitee as a result of, in connection with or arising out of (x) the Services provided by any Service Provider Party under this Agreement (except to the extent resulting from, in connection with or arising out of a material violation of law by or gross negligence or willful misconduct of a Service Provider Party) or (ii) Service Recipient's material breach of this Agreement.

(b) No Service Provider Indemnitee shall have any liability, whether direct or indirect, in contract or tort or otherwise, to Service Recipient or its Affiliates or any other Person for or in connection with the Services provided or to be provided by or on behalf of any Service Provider Indemnitee pursuant to this Agreement, the transactions contemplated hereby or any actions or inactions by or on behalf of a Service Provider Indemnitee in connection with any such Services or the transactions contemplated hereby, except to the extent resulting from or arising out of a material violation of law by or the gross negligence or willful misconduct of such Service Provider Indemnitee.

SECTION 5.02. Exclusion of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY SERVICE PROVIDER OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT, AS WELL AS ANY RECORDS OR ASSISTANCE PROVIDED BY EITHER PARTY HEREUNDER, ARE FURNISHED IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS WITH NO WARRANTIES, AND EACH PARTY EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTIES UNDER OR ARISING AS A RESULT OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY WHATSOEVER.

SECTION 5.03. Indemnification Claim Procedures. If any Service Provider Indemnitee has a claim against Service Recipient under Section 5.01 (a "Claim"), such Service Provider Indemnitee shall promptly deliver to Service Recipient a written notice (a "Claim Notice") setting forth a description in reasonable detail of the nature of the Claim, the basis for the Service Provider Indemnitee's request for indemnification under Section 5.01 and a reasonable estimate (if calculable) of any Damages suffered with respect to such Claim. The failure to so deliver a Claim Notice to Service Recipient shall not relieve Service Recipient from its indemnification obligations hereunder, except if and only to the extent that Service Recipient is materially prejudiced by such failure. Service Recipient shall have 30 days from receipt of any such notice to give notice of dispute of the Claim to the Service Provider Indemnitee. The Service Provider Indemnitee shall reasonably cooperate and assist Service Recipient in determining the validity of any Claim by Service Recipient and in otherwise resolving such matters. Such assistance and cooperation shall include, during normal business hours, (i) providing reasonable access to and copies of information and Records relating to such matters and (ii) furnishing employees, as reasonably determined by Service Recipient, to assist in the investigation, defense and resolution of such matters. If Service Recipient disputes a Claim, the Service Provider Indemnitee and Service Recipient shall attempt to resolve in good faith such dispute within 45 days of Service Recipient delivering written notice to the Service Provider Indemnitee of such dispute. If such dispute is not so resolved within such 45-day period, then either party may initiate an Action in accordance with this Agreement with respect to the subject matter of such dispute.

SECTION 5.04. Limitation of Liability: Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY WILL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT. THIS DISCLAIMER APPLIES WITHOUT LIMITATION (I) TO CLAIMS ARISING FROM THE PROVISION OF THE SERVICES OR ANY FAILURE OR DELAY IN CONNECTION THEREWITH (UNLESS SUCH DAMAGES ARE AWARDED TO AN UNAFFILIATED THIRD PARTY BY A COURT OF COMPETENT JURISDICTION IN RESPECT OF A THIRD PARTY CLAIM AND THE PARTY LIABLE FOR SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER SECTION 5.01(a) OF THIS AGREEMENT IN CONNECTION THEREWITH), (II) TO CLAIMS FOR LOST PROFITS OR OPPORTUNITIES, (III) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND (IV) REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, OR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 5.05. Indemnification as Exclusive Remedy. Except for the termination rights provided under Sections 7.01(a) and 7.01(b), the indemnification provisions of this Article V shall be the sole and exclusive monetary remedy for liability relating to or arising out of this Agreement; provided, however, that the foregoing shall not affect (a) the availability of equitable remedies for any party with respect to breaches of confidentiality obligations under Article III or (b) the rights or obligations of any party or its Affiliates under the Subscription Agreement or any other agreement, instrument, charter or other document referred to therein or otherwise related to the Transactions.

ARTICLE VI

Ownership; Reservation of Rights; Electronic Access

SECTION 6.01. Ownership and Reservation of Rights. Except as otherwise set forth in the Subscription Agreement or any other document related to the Transactions, each party shall retain all right, title and interest in and to its intellectual property, software, technology and data used in connection with the Services. Each party hereby grants on behalf of itself and its Affiliates to the other party and its Affiliates, a limited, royalty-free, fully paid-up, worldwide, non-sublicensable, non-exclusive, non-transferable (except as set forth in Section 8.04) license solely during the term of this Agreement and for so long as any Services hereunder are being provided to the Service Recipient by the Service Provider, to and under all intellectual property, software, technology and data owned or controlled by such party or any of its Affiliates, solely to the extent necessary for, as applicable, the Service Provider to provide the Services and the Service Recipient to receive and use the Services. Neither party shall remove or alter any copyright, trademark, confidentiality or other proprietary notices that appear on any intellectual property, software, technology and data owned or licensed by the other party, and each party shall reproduce any such notices on any and all of its copies of any intellectual property, software, technology and data owned or licensed by the other party. Upon the expiration or termination of this Agreement or the applicable Service, but without limiting any rights granted under the Subscription Agreement, each party shall cease use of any intellectual property, software, technology and data licensed pursuant to this Section 6.01.

SECTION 6.02. Work Product. Any work product (including all intellectual property therein) ("Work Product") that is created or developed specifically for Service Recipient or at the request of Service Recipient shall be deemed "works made for hire" as that phrase is defined in the Copyright Revision Act of 1976 (17 U.S.C. §101) and shall be the sole and exclusive property of the Service Recipient. In the event that for any reason such Work Product is not deemed "works made for hire," then the Service Provider agrees to (and shall cause any of its employees to) use commercially reasonable efforts to assign and transfer, and does hereby assign and transfer, to the Service Recipient any and all of the Service Provider's rights, title and interest in and to such Work Product. The Service Provider shall execute and deliver any and all instruments and other documents and take such other actions as may be reasonably necessary or reasonably requested by the Service Recipient to document the aforesaid assignment and transfer of such Work Product to the Service Recipient, or to enable the Service Recipient to secure, register, maintain, enforce or otherwise fully protect its rights in and to such Work Product. The Service Provider hereby waives any and all of its moral rights that the Service Provider may have in such Work Product.

SECTION 6.03. Data. All data provided by or on behalf of a party to the other party or its Affiliates for the purpose of providing or receiving the Services shall remain the property of the party providing such data unless otherwise specified herein.

ARTICLE VII

Termination of Services

SECTION 7.01. Termination. (a) Notwithstanding the provisions of Section 2.01 and Annex A, Service Recipient may, at any time during the term of this Agreement and for any reason or no reason, terminate this Agreement by giving at least thirty (30) days' prior written notice of such termination to Service Provider.

(b) Service Provider may terminate this Agreement at any time if Service Recipient shall have failed to perform any of its material obligations under this Agreement relating to any Service (including the failure to provide any information or data required to effectuate such Service), but only if Service Provider shall have notified Service Recipient in writing of such failure and such failure shall have continued for a period of thirty (30) Business Days after receipt by Service Recipient of such written notice.

(c) Subject to Section 7.02, this Agreement shall terminate in its entirety on the last day of the Term.

SECTION 7.02. Effect of Termination. (a) Upon termination of this Agreement pursuant to Section 7.01, Service Provider shall have no further obligation to provide the Services and Service Recipient shall have no obligation to make any further payments hereunder to Service Provider; provided that notwithstanding such termination, the provisions of Section 4.02, Articles III, V, VI, VII and VIII shall survive any such termination indefinitely.

(b) Following termination of this Agreement, each party agrees to cooperate in good faith (at Service Recipient's sole expense) and use commercially reasonable efforts to provide for an orderly transition of the Services to Service Recipient or to a successor service provider.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 8.02. General. This Agreement shall be subject to the provisions set forth in Sections 20.2, 20.4, 20.6, 20.7, 20.8, 20.9, 20.10, 20.11, 20.14 and 20.17 of the Subscription Agreement, *mutatis mutandis*.

SECTION 8.03. Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Subscription Agreement and the confidentiality agreement, dated October 1, 2020, between Service Provider and Service Recipient (as amended, modified and supplemented from time to time) and the Exhibits, Schedules and appendices hereto and thereto constitute the entire agreement, and supersede all prior agreements and understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof.

SECTION 8.04. Assignment. Neither this Agreement nor any rights, interests or obligations that may accrue to the parties hereunder may be transferred or assigned without the prior written consent of the other party; provided that Service Provider may assign any of its rights, interests and obligations under this Agreement (in whole or in part) to any one or more of its Affiliates, but no such assignment shall release Service Provider from any liability or obligation under this Agreement. Any purported assignment in violation of this Section 8.04 shall be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

SECTION 8.05. Independent Contractor Status. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the parties. Neither party is now, nor shall it be made by this Agreement, an agent, employee or legal representative of the other party or any of its Affiliates for any purpose. Each party acknowledges and agrees that neither party shall have authority or power to bind the other party or any of its Affiliates or to contract in the name of, or create a liability against, the other party or any of its Affiliates in any way or for any purpose, to accept any service of process upon the other party or any of its Affiliates or to receive any notices of any kind on behalf of the other party or any of its Affiliates. Each party is and shall be an independent contractor in the performance of Services hereunder and nothing herein shall be construed to be inconsistent with this status.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Churchill Capital Corp II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

MIH Ventures B.V.

By: /s/ Serge de Reus
Name: Serge de Reus
Title: Director

Exhibit 99.3

EXECUTION VERSION

REGISTRATION RIGHTS JOINDER AGREEMENT

This REGISTRATION RIGHTS JOINDER AGREEMENT, dated as of June 11, 2021, is made and entered into by and between Churchill Capital Corp II, a Delaware corporation (the "Company") and MIH Learning B.V., a private limited liability company organized under the laws of The Netherlands (the "Joining Party").

RECITALS

WHEREAS, the Company, MIH Edtech Investments B.V. (f/k/a MIH Ventures B.V.) (" MIH Edtech Investments"), and, solely with respect to Section 12 and Section 19 thereof, Churchill Sponsor II, LLC, a Delaware limited liability company (the "Sponsor"), entered into that certain Subscription Agreement, dated October 12, 2020 (the "Subscription Agreement"), and on February 16, 2021, MIH Edtech Investments assigned all of its rights, title and interest in and to, and obligations under, the Subscription Agreement to the Joining Party and the Joining Party accepted such assignments;

WHEREAS, the Company, the Sponsor, and Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, and certain other parties, entered into that certain Amended and Restated Registration Rights Agreement dated as of October 12, 2020 (as such agreement may hereafter be amended pursuant to the terms thereof, the "Registration Rights Agreement"), the form of which is attached hereto as Exhibit A;

WHEREAS, pursuant to the terms of the Subscription Agreement, the Company and the Joining Party agreed, prior to or concurrently with the First Step Investment Closing (as defined in the Subscription Agreement), to enter into a joinder, or otherwise become a party, to the Registration Rights Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below, the parties hereto agree as follows:

Section 1. Agreement by the Joining Party. The Joining Party acknowledges receipt of, and having read, a copy of the Registration Rights Agreement. The Joining Party hereby accepts and agrees to be bound by, and further covenants and agrees that it will comply with, all of the terms and conditions of the Registration Rights Agreement (as each may be amended from time to time), as if it were a Holder (as such term is defined in the Registration Rights Agreement) under the Registration Rights Agreement, provided, however, that for purposes of the Joining Party, the term "Permitted Transferee" shall mean (a) in the case of the Sponsor (as such term is defined in the Registration Rights Agreement) or any Holder (as such term is defined in the Registration Rights Agreement) of Founder Shares (as such term is defined in the Registration Rights Agreement), any person or entity to whom a Holder of Registrable Securities (as such term is defined in the Registration Rights Agreement) is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period (as such term is defined in the Registration Rights Agreement) and pursuant to the Sponsor Agreement (as such term is defined in the Registration Rights Agreement) and any other applicable agreement between such Holder and the Company (as such term is defined in the Registration Rights Agreement), in each case for so long as such agreements remain in effect, and to any transferee thereafter, (b) in the case of any Holder (other than the Sponsor or any Holder of Founder Shares) that is not an individual, any Affiliate (as such term is defined in the Registration Rights Agreement) of such Holder (including existing affiliated investment funds or vehicles that at all times remain Affiliates) and each of their respective limited partners, members or stockholders (or an Affiliate thereof) and (c) in the case of any Holder (other than the Sponsor or any Holder of Founder Shares) who is an individual, (i) any successor by death or (ii) any trust, partnership, limited liability company or similar entity solely for the benefit of such individual or such individual's spouse or lineal descendants, provided that such individual acts as trustee, general partner or managing member and retains the sole power to direct the voting and disposition of the transferred Registrable Securities.

Section 2. Agreement by the Company. The Company hereby accepts the Joining Party as a party to the Registration Rights Agreement as if the Joining Party were a Holder (as such term is defined in the Registration Rights Agreement) under the Registration Rights Agreement, and agrees that it will, treat the Joining Party as if it were a Holder under the Registration Rights Agreement.

Section 3. Governing Law. This Agreement and the rights and obligations of the parties hereunder and the persons subject hereto shall be governed by, and construed and interpreted with the laws of the State of Delaware, without giving effect to the choice of law principles thereof.

Section 4. Counterparts. This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and delivered as of the date first above written.

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

MIH LEARNING B.V.

By: /s/ Serge de Reus
Name: Serge de Reus
Title: Director

Exhibit 99.4

EXECUTED VERSION

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of October 12, 2020, is made and entered into by and among Churchill Capital Corp II, a Delaware corporation (the "Churchill"), Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grand-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B246188 ("Legacy Skillsoft"), Churchill Sponsor II LLC, a Delaware limited liability company (the "Sponsor" and, together with the undersigned parties under Holder on the signature pages hereto and any person or entity who hereafter becomes a party to this Agreement, a "Holder" and collectively the "Holders").

RECITALS

WHEREAS, Churchill and Legacy Skillsoft are party to that certain Agreement and Plan of Merger, dated as of October 12, 2020 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"), by and among Churchill and Legacy Skillsoft, pursuant to which, among other things, Legacy Skillsoft will cease to exist and Legacy Skillsoft's subsidiaries shall become subsidiaries of Churchill, which shall survive as the surviving corporation (the "Merger" and, Churchill following the consummation of the Merger, the "Company");

WHEREAS, as a condition to the consummation of the transactions contemplated by the Merger Agreement that the parties hereto enter into this Agreement, to be effective upon the consummation of the Merger;

WHEREAS, Churchill, the Sponsor and certain of the Holders entered into that certain Registration Rights Agreement, dated as of June 26, 2019 (as it may be amended, supplemented, restated or otherwise modified from time to time until the consummation of the Merger, the "Existing Agreement");

WHEREAS, the Holders who are shareholders of Legacy Skillsoft have existing registration rights under that certain shareholders' agreement made and entered into as of August 27, 2020 by and among such Holders and Legacy Skillsoft, which shall be terminated in connection with the Merger; and

WHEREAS, upon the consummation of the Merger, the parties to the Existing Agreement desire to amend and restate the Existing Agreement in its entirety as set forth herein and Churchill and the Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth in this Agreement.

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

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"Affiliate" shall mean, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such specified Person. As used in this definition, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning given in the Preamble.

"Board" shall mean the Board of Directors of the Company.

"Business Day" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

"Commission" shall mean the United States Securities and Exchange Commission.

"Common Stock" shall mean the Class A common stock of the Company, par value $0.0001 per share.

"Company" shall have the meaning given in the Preamble.

"Demand Registration" shall have the meaning given in subsection 2.1.1.

"Demanding Holder" shall have the meaning given in subsection 2.1.1.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Form S-1" shall have the meaning given in subsection 2.1.1.

"Form S-3" shall have the meaning given in subsection 2.3.

"Founder Shares" shall have the meaning given in the Sponsor Agreement.

"Founder Shares Lock-up Period" shall have the meaning given in the Sponsor Agreement.

"Holders" shall have the meaning given in the Preamble.

"Maximum Number of Securities" shall have the meaning given in subsection 2.1.4.

"Merger Agreement" shall have the meaning given in the Recitals hereto.

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"Permitted Transferees" shall mean (a) in the case of the Sponsor or any Holder of Founder Shares, any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period and pursuant to the Sponsor Agreement and any other applicable agreement between such Holder and the Company, in each case for so long as such agreements remain in effect, and to any transferee thereafter, (b) in the case of any Holder (other than the Sponsor or any Holder of Founder Shares) that is not an individual, any Affiliate of such Holder (including existing affiliated investment funds or vehicles that at all times remain Affiliates) and (c) in the case of any Holder (other than the Sponsor or any Holder of Founder Shares) who is an individual, (i) any successor by death or (ii) any trust, partnership, limited liability company or similar entity solely for the benefit of such individual or such individual's spouse or lineal descendants, provided that such individual acts as trustee, general partner or managing member and retains the sole power to direct the voting and disposition of the transferred Registrable Securities.

"Person" means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

"Piggyback Registration" shall have the meaning given in subsection 2.2.1.

"Prospectus" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"Registrable Security" shall mean (a) any outstanding shares of Common Stock held by a Holder immediately following the Closing (as defined in the Merger Agreement) (including shares of Common Stock distributable pursuant to the Merger Agreement and the conversion of the Company's Class B Common Stock), (b) any shares of Common Stock that may be acquired by Holders upon the exercise of a warrant or other right (including pre-emption rights) to acquire Common Stock held by a Holder immediately following the Closing (as defined in the Merger Agreement), (c) any shares of Common Stock or warrants to purchase shares of Common Stock (including any shares of Common Stock or any other equity security (including, without limitation, shares of Common Stock issued or issuable upon the exercise of any other equity security and warrants)) of the Company held by a Holder from time to time, and (d) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a), (b) or (c) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates or book entries for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities have been sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated by the Commission); or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"Registration" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"Registration Expenses" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration.

"Registration Statement" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Requesting Holder" shall have the meaning given in subsection 2.1.1.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Shelf Registration Statement" shall mean a Registration Statement filed with the Commission on either (a) Form S-3 or Form F-3 (or any successor form or other appropriate form under the Securities Act) or (b) if the Company is not permitted to file a Registration Statement on Form S-3 or Form F-3, an evergreen Registration Statement on Form S-1 or Form F-1 (or any successor form or other appropriate form under the Securities Act), in each case, for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC) covering the Registrable Securities, as applicable.

"Sponsor" shall have the meaning given in the Preamble hereto.

"Sponsor Agreement" shall mean the Sponsor Agreement, dated as of October 12, 2020, by and among Churchill, the Sponsor, Legacy Skillsoft and the other parties thereto, as the same may be amended, restated or modified from time to time.

"Underwriter" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Registration" or "Underwritten Offering" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

ARTICLE II
REGISTRATIONS

2.1 Demand Registration.

2.1.1 Request for Registration. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, at any time and from time to time, the Holders of at least 5% in interest of the then-outstanding number of Registrable Securities (the "Demanding Holders") may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "Demand Registration"). The Company shall, within three (3) Business Days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "Requesting Holder") shall so notify the Company, in writing, within five (5) Business Days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty five (45) days after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than an aggregate of four (4) Registrations pursuant to a Demand Registration under this subsection 2.1.1 with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Form S-1 or any similar long-form registration statement that may be available at such time ("Form S-1") has become effective and all of the Registrable Securities requested by the Requesting Holders to be registered on behalf of the Requesting Holders in such Form S-1 have been sold, in accordance with Section 3.1 of this Agreement.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder and Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the majority-in-interest of the Demanding Holders initiating the Demand Registration.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell and the Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "Maximum Number of Securities"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) holds prior to such Underwritten Registration) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Demand Registration or a majority-in-interest of the Requesting Holders (if any), pursuant to a Registration under subsection 2.1.1 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this subsection 2.1.5.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If, at any time the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan or (v) for a rights offering, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than three (3) Business Days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Form S-3, the applicable "red herring" prospectus or prospectus supplement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) Business Days after receipt of such written notice (such Registration a "Piggyback Registration"). Subject to subsection 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof and Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company (pro rata based on the respective number of Registrable Securities that each stockholder holds prior to such Underwritten Registration), which can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 and Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities (pro rata based on the respective number of Registrable Securities that each stockholder holds prior to such Underwritten Registration), which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.3 Registrations on Form S-3. The Holders of Registrable Securities may at any time, and from time to time, request in writing that the Company, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), register the resale of any or all of their Registrable Securities on Form S-3 or any similar short form registration statement that may be available at such time ("Form S-3"). Within three (3) Business Days of the Company's receipt of a written request from a Holder or Holders of Registrable Securities for a Registration on Form S-3, the Company shall promptly give written notice of the proposed Registration on Form S-3 to all other Holders of Registrable Securities, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration on Form S-3 shall so notify the Company, in writing, within ten (10) days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than twelve (12) days after the Company's initial receipt of such written request for a Registration on Form S-3, the Company shall effect a Registration of all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, however, that the Company shall not be obligated to effect any such Registration pursuant to Section 2.3 hereof if (i) a Form S-3 is not available for such offering; or (ii) the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $5,000,000.

Any request for an Underwritten Offering pursuant to a Form S-3, including a takedown from an existing Form S-3 filed pursuant to this Section 2.3, shall follow the procedures of Section 2.1 (including subsection 2.1.4) but shall not count against the number of long form Demand Registrations that may be made pursuant to subsection 2.1.1; provided that such Holders (a) reasonably expect aggregate gross proceeds in excess of $25,000,000 from such Underwritten Offering or (b) reasonably expect to sell all of the Registrable Securities they hold in such Underwritten Offering but in no event for expected aggregate gross proceeds of less than $10,000,000.

2.4 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of a Company-initiated Registration, the Company has initiated a Registration and provided that the Company has delivered written notice regarding such Registration to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.1.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any 12-month period. Notwithstanding anything to the contrary contained in this Agreement, no Registration shall be effected or permitted and no Registration Statement shall become effective, with respect to any Registrable Securities held by any Holder of Founder Shares, until after the expiration of the Founder Shares Lock-Up Period.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If at any time the Company is required to effect the Registration of Registrable Securities, the Company shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders;

3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration, including, without limitation, making available senior executives of the Company to participate in any due diligence sessions that may be reasonably requested by the Underwriter in any Underwritten Offering.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including attorneys' fees) caused by (i) any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein, (iii) any actions or inactions or proceedings in respect of the foregoing whether or not such indemnified party is a party thereto or (iv) any registration or qualification of securities under applicable blue sky laws (including any failure to register or qualify securities under such laws where the Company has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification). This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 640 Fifth Avenue, 12th Floor, New York, NY 10019, Attention: Michael Klein, and, if to any Holder, at such Holder's address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 Except as set forth in Section 5.2.2., this Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 A Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to a Permitted Transferee who agrees to become bound by the transfer restrictions set forth in this Agreement.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE AS APPLIED TO AGREEMENTS AMONG DELAWARE RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN WILMINGTON COUNTY IN THE STATE OF DELAWARE.

EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY BREACH OF THIS AGREEMENT, THE NON-BREACHING PARTY WOULD BE IRREPARABLY HARMED AND COULD NOT BE MADE WHOLE BY MONETARY DAMAGES, AND THAT, IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED AT LAW OR IN EQUITY, THE PARTIES SHALL BE ENTITLED TO SUCH EQUITABLE OR INJUNCTIVE RELIEF AS MAY BE APPROPRIATE. THE VENUE SET FORTH IN THIS SECTION ABOVE SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OF A COURT DESCRIBED IN THE SECTION ABOVE, OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SUCH A JUDGMENT, IN ANY OTHER APPROPRIATE JURISDICTION.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected; provided, further, that any amendment hereto or waiver hereof that adversely affects the priority participation of the PIPE Subscriber (as defined in the Merger Agreement), solely in its capacity as a Holder, in any underwritten offerings to which the PIPE Subscriber would be eligible to participate under the terms of this Agreement shall require the consent of the PIPE Subscriber. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.6 Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.7 Term. This Agreement shall terminate with respect to any Holder on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 3.5, Article IV and this Article V (other than Section 5.6) shall survive any termination.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

SOFTWARE LUXEMBOURG HOLDING S.A.

By: /s/ Ronald W. Hovsepian
Name: Ronald W. Hovsepian
Title: Director – Authorized Signatory

HOLDERS:

CHURCHILL SPONSOR II LLC

By: /s/ Jay Taragin
Name: Jay Taragin
Title: Chief Financial Officer

JOINDER TO REGISTRATION RIGHTS AGREEMENT

This Joinder to Registration Rights Agreement (the "Joinder") is executed pursuant to that certain Amended and Restated Registration Rights Agreement, dated as of [●], 2020 and as further amended from time to time (the "Registration Rights Agreement"), by and among Churchill Capital Corp II, a Delaware corporation (the "Company"), Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grand-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B246188 ("Legacy Skillsoft") and Churchill Sponsor II LLC, a Delaware limited liability company (the "Sponsor"), in connection with the undersigned's acquisition of shares of Common Stock, and/or warrants to purchase shares of Common Stock (the "Registrable Securities"). Capitalized terms used but not defined herein shall have the meanings set forth in the Registration Rights Agreement;

The undersigned acknowledges that it has been given a copy of the Registration Rights Agreement and afforded ample opportunity to read it, and the undersigned is thoroughly familiar with its terms.

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby (a) acknowledge and agree that (i) the undersigned has been given a copy of the Registration Rights Agreement and ample opportunity to read it, and the undersigned is thoroughly familiar with its terms and (ii) the Registrable Securities acquired by the undersigned shall be bound by and subject to the terms of the Registration Rights Agreement and (b) adopt the Registration Rights Agreement with the same force and effect as if the undersigned were originally a party thereto.

[*Remainder of the Page Left Intentionally Blank*]

This ____ day of _____ 2020.

[HOLDER]

Name:
Title:
Address: